Government of Madras

PUBLIC WORKS DEPARTMENT

G.O. No. 344 W., 23rd March 1926

Electricity—Mangalore—Licence for the supply of electric energy—Granted to Messrs. G. H. Kelkar and N. S. Padbidri.

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Electricity—Mangalore—Licence for the supply of electric energy—Granted to Messrs. G. R. Kelkar and N. S. Padbidri.

READ—the following papers :—

I

Letter from Messrs. G. R. KELKAR and N. S. PADBIDRI, Joint applicants for a licence under the Indian Electricity Act, 1910, to the Chief Engineer and Secretary to Government, Public Works Department, dated Kodialbail, Mangalore, the 10th March 1925.

Application for Licence.

(The Mangalore Electric Licence, 1925.)

We, the abovenamed persons, have the honour to tender this, our formal application, for favour of your kind consideration and, subject to your approval, the grant of a licence under the Indian Electricity Act of 1910.

In compliance with Rules laid down for applications under the said Act we append hereto—

(1) Six copies, in print, of the draft licence,

(2) One signed copy of a map delineating the area within which it is desired to supply energy, and the compulsory lines (scale 10" to 1 mile), and,

(3) A treasury receipt for rupees five hundred, the prescribed fee.

Local authorities concerned—

(1) The Mangalore municipality,
(2) The Port authorities,
(3) The District Superintendant of Police, and
(4) The South Indian Railway Company, Limited.

Land acquisition.—It is desired to acquire for the Power house about two acres of waste land situated between Cantonment West Road, and Cantonment East Road which may be seen conspicuously shaded on the attached map.

This land is under the administration of the Police authorities, who, it is hoped, will not hesitate to relinquish it in view of the public utility to which it will be assigned coupled with the fact that the Local Government will have the option of taking over the undertaking at a future date.

Capital.—The initial capital expenditure is estimated at rupees two hundred and fifty thousand and this will probably increase to an ultimate capital of rupees seven hundred and fifty thousand.

Public notification.—The Public Advertisement of this application shall appear in three consecutive issues of the Mangalore Mail (a local paper), copies of which shall be forwarded in due course.

II

Endorsement No. 948 A.D./25-3, P.W.D., dated 16th March 1925.

Referred to the Electric Inspector to Government for remarks.

M. R. KHAREGAT,
Secretary to Government.

To the Electrical Inspector to Government.

III

Memorandum No. 948/A.D. 25-4, dated 8th April 1925.

The Superintendent, Government Press, is requested to publish, without fail, in the next issue of the *Fort St. George Gazette* the advertisement headed "The Mangalore Electric Licence 1925" appearing in "The Mangalore Mail", dated 30th March 1925. He is also requested to have the advertisement published in the *South Kanara District Gazette*.

M. R. KHAREGAT,
Secretary to Government.

To the Superintendent, Government Press.

IV

Letter from E. J. B. GREENWOOD, Esq., M.SC., M.I.E.E., M.I.E., Electrical Inspector to Government, to the Secretary to Government, Public Works Department, dated Madras, the 5th May 1926, No. 1088.

[Mangalore Electric Licence, 1925—Your Endorsement No. 948 A.D./25-3, dated 16th March 1925.]

During my visit to Mangalore I met the two joint applicants. They seemed to have no practical experience in town supply schemes; their investigation of this scheme was of a superficial nature; and they struck me as having taken up this matter purely as a speculation. Although in accordance with clause 4 (a) of my draft licence the applicants are to show within one year from the date of granting the licence that they are in a position financially and otherwise to carry out the licence, I think some proof of the genuineness of the applicants should be forthcoming now. The mere lodging of an application with its fee of Rs. 500 and the fact that no objections are received are not in themselves sufficient reasons for the grant of a licence. I think Government may call on the applicants to prove their ability technically and financially to carry out the licence.

I offer the following remarks on the draft licence:—

Clause 2—(*a*).—Following the usual form of licences I have added four annexures and have defined them in this clause.

(*b*) In draft clause 11 (1) relating to maximum charges, the rate per unit of supply is given; in order to make the licence complete, the term "unit" has been defined in my draft.

3. *Clause* 3—*Security*.—This clause should be replaced by the security clauses (a) and (b) approved in G.O. No. 109 W., dated 26th January 1923. In sub-clause (b) of the approved clause provision should be made for depositing the security within six months as proffered in the applicants' draft licence; the amount of security to be deposited may be fixed at Rs. 5,000 which is the amount specified in all similar licences; the Rs. 2,000 security specified in the draft licence is quite insufficient.

4. *Clause* 4—*Area of supply*.—In this clause the area of supply is not clearly defined; it has been I think made clear in my draft licence.

5. *Clause* 5—*Purpose of supply*.—I have remodelled it on the lines of clause 6 of my model licence.

6. *Clause* 6—*Telephones*.—This is a matter coming under the Indian Telegraph Act and so is out of place in a licence under the Indian Electricity Act; this clause should therefore be omitted.

7. *Clause* 8—*System of supply*.—(*a*) The draft clause is not only not clear but is also incomplete, it has been completely recast on the lines of clause 7 of my model licence.

(*b*) I have inserted a proviso that all electric lines in certain narrow streets and in a temple car street shall be underground.

8. *Clause* 9—*Compulsory works*.—This clause should be replaced by the compulsory works clause approved in G.O. No. 109 W., dated 26th January 1923 specifying in sub-clause (a) 15 months' time for the licensees to commence to execute the works and the list of streets given under the draft clause should be given in an annexure numbered First Annexure. In this connexion I would point out that

during my recent visit to Mangalore I visited the various streets and I recommend the insertion of three more streets numbered 8, 9 and 10 in the first annexure of my draft licence. The triangular plot of land now called Pentland Town at the junction of Sultan's Battery Road and Kulur Ferry Road is a municipal attempt assisted, I understand, by Government money to prevent overcrowding along the warehouse front of the town by the provision of cheap building sites with properly laid out streets; at present there are some 25 to 30 bungalows all occupied and land is available for more. To foster this attempt at town development I think the electricity should be made available there. From a perusal of the deposited map it will be seen that no provision for electrifying the north end of the town has been made. Hence my inclusion of main Nos. 8 and 9: these mains will not be remunerative for the first few years but not unreasonably may be provided as a quid pro quo in return for the virtual monopoly of an electric licence. I have inserted main No. 10 to supply the several public buildings--District Jail, Government Training School, Veterinary Hospital and Police lines—along that road. For Government's information I enclose a small scale survey map of the town showing in red ink the additions I recommend.

9. *Clause* 11.—This clause relating to maximum charges is not properly worded; it should be replaced by clause 12 of the model licence and the fourth annexure thereto. The uniform rate of eight annas per unit of energy consumed subject to a certain minimum monthly charge cannot be allowed; there should be two sets of rates, one for light and fans on a combined circuit and another for power purposes with a special rate for energy supplied to the municipal council. In the fourth annexure of my draft licence I have specified suitable rates for this case. It is also necessary that Government should have the power to compel the licensees to reduce their rates in the above cases should a supply of electric energy in bulk become available at any future date from a hydro-electric or other source of supply at such rates that the rates of supply of distributed energy under this licence could be reduced. In my draft licence I have provided for this contingency.

10. *Clause* 12—*Breaking up of streets, crossings of railways and waterways.*—I have altered this clause on the lines of clause 10 of my model form.

11. *Clause* 13—*Purchase of undertaking.*—Sub-clause (1) of this draft clause is longer than is necessary and the entire clause 13 has been replaced by clause 13 of my model form.

12. *Clause* 14—*Assignment of licence.*—This clause is not in line with the similar clause in licences already granted by this Government; it may be replaced by clause 15 of the model form.

13. The draft licence does not provide for the revocation of the licence should the provisions of any of the clauses of this licence be not complied with. Clause 16 of the model form provides for this case, and I recommend the insertion of a similar clause at the end of this licence.

14. I have prepared a draft licence on the lines of the above and I forward herewith a copy of that edition.

15. The enclosures received with your endorsement under reference are returned herewith.

V

Letter from F. B. EVANS, Esq., C.S.I., I.C.S., Secretary to Government, Public Works Department, to Messrs. G. R. KELKAR and N. S. PADBIDRI, Mangalore, dated Madras, the 22nd May 1925, No. 16-Gl.-1.

[Mangalore Electric Supply scheme.]

With reference to the correspondence ending with your letter dated 2nd April 1925, I am directed to state that before considering your application for the grant of a licence for supplying electric energy to the town of Mangalore the Government desire to be satisfied whether you are in a position technically and financially to carry out the proposed scheme. I am, therefore, to request that you will be so good as to supply me with the necessary particulars.

VI

Letter from Messrs. G. R. KELKAR and N. S. PADBIDRI, the Mangalore Electric Supply Company, Limited, Mangalore, to the Secretary to Government Public Works Department, dated the 25th May 1925.

[The Mangalore Electric Licence 1925.]

With reference to the correspondence ending with your letter No. 16-Gl-1, dated the 22nd of May 1925, we have the honour to inform you that we have floated and registered "The Mangalore Electric Supply Company, Limited" with an influential Board of Directors, including the Chairman of the Mangalore Municipality and the District Board President, South Kanara, and we hope to raise the necessary initial capital required at an early date.

As regards the technical side of the undertaking we have the honour to inform you that in addition to both of us being Electrical Engineers and experienced in the line, we are securing the services of reputed consulting Engineers as well as the manufacturing firms who have specialized in Electrical undertakings.

We are therefore in a position to carry out our obligations both technically and financially to the satisfaction of the Government.

We have the honour to request that the Government may take necessary action in the matter at an early date.

A copy of the prospectus and the Memorandum of Articles of Association of the Company is enclosed herewith.*

* Not printed.

Our application for the assignment of the 'Licence' to the Mangalore Electric Supply Company, Limited, when granted, will be submitted in due course.

VII

Letter from F. B. EVANS, Esq., C.S.I., I.C.S., Secretary to Government, Public Works Department, to Messrs. G. R. KELKAR and N. S. PADBIDRI, The Mangalore Electric Supply Company, Mangalore, dated Madras, the 13th June 1925, No. 16 Gl.-2.

[The Mangalore Electric Licence, 1925.]

With reference to your letter, dated 25th May 1925, I am directed to request that you will be so good as to furnish details of a few of the electrical works for which you and the Engineers of your Company have been personally responsible.

VIII

Letter from Messrs. G. R. KELKAR and N. S. PADBIDRI, The Mangalore Electric Supply Company, Limited, Mangalore, to the Secretary to Government, Public Works Department, dated the 4th July 1925.

[The Mangalore Electric Licence, 1925.]

We have the honour to acknowledge receipt of your letter No. 16-Gl.-2, dated the 13th June 1925. Your letter could not be replied earlier as Mr. Kelkar had gone to Bombay and the necessary particulars required had to be obtained from him.

We beg to give below the details called for:—

Mr. N. S. Padbidri obtained his first theoretical knowledge of electrical engineering from the International Correspondence Schools, Limited, of London. He is an Associate of the American Institute of Electrical Engineers. He has put up a service of nearly 18 (eighteen) years at Messrs. Cromptons at Bombay where he has gained considerable experience in City lighting schemes. The cities of Karachi and Nagpur were electrified by Messrs. Cromptons and during which period Mr. Padbidri has taken a part in the schemes. Recently he has worked in the scheme for the conversion of D. C. into A. C. (3,300 volts) for the Poona Electric Supply Company, Limited, floated and handled by Messrs. Cromptons. He has also helped in working out the scheme at Shivpuri (Gwalior) which consists of two sets of 75 K.W. each (3,300 volts) handled by Cromptons and which involved high tension and low tension distribution.

Mr. G. R. Kelkar is a graduate of the Victoria Jubilee Technological Institute of Bombay in Electrical Engineering and till lately was working at Messrs. Bundi Cement Works, Lakheri (Messrs. Killick Nixon & Co.), on erection work of 1725 K.V.A. High speed Turbo Alternator, Switch board, Turbine power house Auxiliaries and later on maintenance of Power house, 6,600 Volts Transmission line, Pumping station, maintenance of sub-stations, repair work, H.T. Transformers and machinery.

At present Mr. Kelkar is a Lecturer in Electrical Technology in the V. J. Technological Institute and is in charge of the Electrical Power house and Laboratory of the Institute, being assistant to the head of the Electrical department.

We are arranging to entrust the work of preparing specifications and the necessary plans with Messrs. Metropolitan Vickers Electrical Company, Limited, of Bombay as well as with Messrs. Cromptons, and all the work will be executed according to the Indian Electricity Act.

Messrs. Metropolitan Vickers have extensive experience in this class of work and have during the last three or four years carried out complete electrification schemes among others the following towns :—

1. Bharatpur.
2. Hyderabad (Sind).
3. Shillong.
4. Bhavanager.
5. Gondal.
6. Morvi.
7. Sholapur.
8. Ootacamund.

IX

Letter from F. B. EVANS, Esq., C.S.I., I.C.S., Secretary to Government, Public Works Department, to Messrs. G. R. KELKAR and N. S. PADSIDRI, Y.M.C.A. Buildings, Cantonment Road, Mangalore, dated Madras, the 15th August 1925, No. 16-Gl.-5.

[The Mangalore Electric Licence—Your letter dated 4th July 1925.]

The Government propose to grant you a licence for the supply of electric energy in Mangalore on the terms of the accompanying draft. I am to inquire if you agree to the terms.

2. The map showing compulsory mains should be revised and resubmitted with reference to clause 8 (*a*) of the draft licence and the additional steets (8, 9 and 10) included in the first annexure to it.

X

Letter from Messrs. G. R. KELKAR and N. S. PADSIDRI, Co-operative Buildings, Santa Cruz Bombay, to the Secretary to the Government of Madras, Public Works Department, dated 19th November 1925.

[Re Mangalore Electric Licence.]

With reference to your letter No. 16 Gl.-5 of the 15th August, we would request the following amendments to be made in the terms of the draft licence enclosed therewith :—

A *Clause* 4—*Security—Sub-clause* (*b*).—(*b*) The period within which under clause 1 (*b*) of the Schedule to the Act the licensees shall deposit security and the sum so to be deposited shall, unless otherwise ordered by the Government of Madras, be *one year and Rupees five thousand respectively*. (The period be extended to one year instead of six months.)

FIRST ANNEXURE

Compulsory Works.—The following items to be omitted in the first annexure, i.e. :—

B 8. "Court road from Firewood Bazaar road past Kodialbail Church and northwards to junction with Kulur Ferry road."

9. "Kulur Ferry road from junction with Court road southwards; thence eastwards along with the first street in Pentland Town up to Sultan's Battery road."

In place of above we would suggest—

8. Court road from Firewood Bazaar road up to Kodialbail Church.

9. Court road from Kodialbail Church up to the junction with Dongerkeri street and thence along Dongerkeri street up to Hindustan Cinema.

THIRD ANNEXURE.

List of streets or parts of streets wherein all electric lines shall be underground—

1. Court New road
2. Car street.
3. Cloth Bazaar street.
4. Gollikatta Bazaar street
5. Firewood Bazaar street.

We request that this annexure may be omitted since the work will be executed to the satisfaction of the Electrical Inspector to the Government as put down in clause 7, sub-clause (2).

We request the deletion of the portion of the first Annexure on the following grounds :—

If the items 8 and 9 in the first Annexure be included, the area will be 70 to 80 per cent of the total area and the Capital Expenditure estimated at present will not be sufficient to carry the lines specified thereunder.

Secondly, there are other equally important areas, such as Kadre Road, Kankanady Road and Jeppu Ward, where the lines will be taken at a later date along with those specified in item Nos. 8 and 9 of the draft licence.

As the electric lines in the streets or parts of streets will be put up in consultation with the Electrical Inspector to the Madras Government, we do not find the necessity of including them as an annexure in the licence.

XI

Letter from M.R.Ry. N. VENKAT RAO Avargal, Chairman, Municipal Council, Mangalore, to the Secretary to Government, Local Self-Government Department, dated the 1st December 1925, Dis. C.R. No. 312/25-26.

With reference to Government Memorandum No. 21842-1 C,* L. & M., dated 7th August 1925, I have the honour to state that the Council has no remarks to offer on the subject of "The Mangalore Electric Licence, 1925". The Council welcomes the scheme.

* Not printed.

XII

Letter from F. B. EVANS, Esq., O.S.I., I.C.S., Secretary to the Government of Madras, Public Works Department, to Messrs G. R. KELKAR and N. S. PADBIDRI, Co-operative Buildings, Santa Cruz, Bombay, dated Madras, the 9th December 1925, No. 16-Gl.-8.

[Mangalore Electric Licence—Your letter dated 19th November 1925.]

The Government regret that they cannot accept any of the amendments proposed by you and I am now to enquire whether you agree to the grant of a licence in the terms of the draft already sent with my letter No. 16-Gl.-5, dated 15th August 1925. If so, I am to ask you to send the map called for in paragraph 2 of the letter as soon as possible.

XIII

Letter from Messrs. G. R. KELKAR and N. S. PADBIDRI, Mangalore, to the Secretary to Government, Public Works Department, dated the 18th December 1925.

[Mangalore Electric Licence.]

We beg to acknowledge receipt of your letter No. 16-Gl.-8 of the 9th December 1925.

We note that Government cannot accept any of the amendments proposed by us.

The map called for in paragraph 2 of your letter will be submitted shortly.

XIV

Letter from F. B. EVANS, Esq., O.S.I., I.C.S., Secretary to Government, Public Works Department, to Messrs. G. R. KELKAR and N. S. PADBIDRI, Catholic Bank Building, Cantonment Road, Mangalore, dated the 3rd February 1926, No. 16-Gl./25-10.

[Mangalore Electric Licence—Deposited map.]

The mains to be laid for supplying energy to Car street—item 6 in the first annexure to the draft licence—do not appear to be shown correctly in the map submitted by you. The black line on the map indicating the mains commences at the junction with Ice Beatrice street and extends up to New Court road. Whereas it

would appear that Car street actually commences at the junction with Cloth Bazaar street. Compulsory mains appear to be necessary at least from the junction with Azuzuddin road up to New Court road. It is therefore proposed to modify item 6 in the first annexure as follows :—"Car street from junction with Azuzuddin road up to New Court road." I am to return the map with the request that, it may be corrected accordingly and resubmitted.

XV

Letter from Messrs. G. R. KELKAR and N. S. PADBIDRI, Saraswat Colony, Santa Cruz, Bombay, to the Second Secretary to the Government of Madras, Public Works Department, dated the 22nd February 1926.

[Mangalore Electric Licence—Deposited map.]

Referring to your letter No. 16-Gl/25-10, dated Fort St. George, the 3rd February 1926, we have the honour to resubmit herewith the deposited map duly corrected to comply with the proposed item 6 to be modified in the first annexure as follows:—

"Car Street from junction with Azuzuddin road up to New Court road."

We have further the honour to request to be favoured with a receipt for Rs. 500 deposited to the credit of your department towards the prescribed fee along with our letter dated Madras, the 10th March 1925.

Order—No. 344 W., dated 23rd March 1926.

In exercise of the powers conferred by section 3 (1) of the Indian Electricity Act, 1910 (as amended), the Governor in Council is pleased to sanction the grant of the licence printed as an appendix to these proceedings, to Messrs. G. R. Kelkar and N. S. Padbidri for the supply of electric energy within the municipal limits of Mangalore

2. The licence will be notified in the *Fort St. George Gazette.*

3. The map referred to in clause 5 of the licence has been signed by the Secretary to Government, Public Works Department, and dated to correspond with the date of notification of the grant of the licence and is forwarded to the Electrical Inspector to Government for custody.

4. Separate orders will be issued in regard to the appointment of an auditor to audit the accounts in respect of this licence.

(By order of the Governor in Council)

F. B. EVANS,
Secretary to Government.

To Messrs. G. R. Kelkar and N. S. Padbidri.
,, the Collector of South Kanara.
,, the Chairman of the Mangalore Municipal Council.
,, the Electrical Inspector to Government (with one map).

Copy to the Local Self-Government Department.
, Development Department.
, Chief Engineer (Irrigation).
, Superintendent, Government Press (for publication of paragraphs 1 and 2 with appendix in the Gazette).

APPENDIX

The Mangalore Electric Licence, 1926.

Licence for the supply of electric energy granted by the Government of Madras under the Indian Electricity Act, 1910.

Licence is hereby granted to Messrs. G. R. Kelkar and N. S. Padbidri, residing at Co-operative Buildings, Santa Cruz (Bombay, Baroda and Central Indian Railway), Bombay, to supply electrical energy in the area with the powers and upon the terms and conditions all specified below :—

1. *Short title.*—This licence may be cited as 'The Mangalore Electric Licence, 1926'.

2. *Interpretation.*—This licence is to be read and construed as subject in all respects to the provisions of the Indian Electricity Act, 1910, with the statutory modifications thereof and to the rules thereunder : and the several words, terms and expressions, to which meanings are assigned by that Act or any statutory modifications thereof or by the rules thereunder or the General Clauses Act, 1897, shall have in this licence and the annexures thereto the same respective meanings, provided that in this licence—

(1) The expression 'The Act' shall mean the Indian Electricity Act, 1910, with the statutory modifications thereof.

(2) The expression 'The Licensees' shall mean and include Messrs. G. R. Kelkar and N. S. Padbidri, Bombay and their permitted assigns.

(3) The expressions 'First Annexure', 'Second Annexure', 'Third Annexure' and 'Fourth Annexure' shall mean the first, second, third and fourth annexures to this licence, respectively.

(4) The expression 'Deposited Map' shall mean the plan of the area of supply hereinafter specified which has been deposited with the Government of Madras in pursuance of the rules under the Act, and which plan is signed for the purpose of identification by the Secretary to the Government of Madras in the Public Works Department and by the applicants.

(5) The expression 'Unit' shall mean the quantity of energy contained in a current of one thousand amperes flowing under an electromotive force of one volt during one hour.

(6) The expression 'Load Factor' shall mean the ratio or percentage of the average quantity per hour to the maximum quantity per hour of energy supplied in any quarter.

3. *Commencement of licence.*—The date of the notification by the Government of Madras in the *Fort St. George Gazette* that this licence has been granted is in this licence referred to as 'The commencement of the licence.'

4. *Security.*—(*a*) The period within which under clause I (*a*) of the Schedule to the Act the licensees shall show that they are in a position fully and efficiently to discharge the duties and obligations imposed upon them by this licence throughout the area of supply shall unless otherwise ordered by the Government of Madras under that clause be one year from the commencement of the licence.

(*b*) The period within which under clause I (*b*) of the Schedule to the Act the licensees shall deposit security and the sum so to be deposited shall unless otherwise ordered by the Government of Madras be six months and rupees five thousand respectively.

5. *Area of supply.*—The area within which the supply of energy is authorized by this licence is the whole of the area contained within the municipal limits of Mangalore and more particularly delineated upon the deposited map by a red line enclosing the said area.

6. *Purpose of supply.*—Subject to the provisions of this licence and the Act and the rules thereunder the licensees shall be entitled during the continuance of this licence to supply energy within the area of supply for all purposes except in bulk.

Provided that the licensees shall not be under any obligation under section 22 of the Act to supply more energy than is consistent with their obligation to maintain a constant supply to consumers due regard being had to the licensees' load factor.

Provided also that no supply of energy shall be commenced to be given by the licensees to owners or occupiers of private premises until the Government of Madras have approved the form of requisition to be made by the owners or occupiers for such supply of energy and also the form of written contract or agreement with the licensees to take a supply of energy, which is to be executed or entered into by the owners or occupiers and until the Government of Madras have also approved the amounts of all miscellaneous charges incidental to or in connexion with such supply and which the licensees propose to make against the owners or occupiers.

7. *Systems of supply.*—The systems of supply which may be adopted for the supply of electric energy under this licence are the following :—

(1) (*a*) A medium pressure alternating current three phase four wire supply at a pressure at the consumer's terminals of 400 volts (approximately) between phases and 230 volts between phase and neutral at a frequency of fifty complete periods per second.

(*b*) A high pressure alternating current three phase supply at a pressure not exceeding three thousand three hundred volts between phases at a frequency of fifty complete periods per second.

(*c*) The neutral points of the system may with the approval of the Government of Madras and the concurrence of the Telegraph Authority be connected to earth.

Provided always that it shall be lawful for the Government from time to time to issue, with due regard to the expense involved and to the effect upon the commercial prospects of the undertaking regulations dealing with the above systems of supply or to authorize other systems of supply to be adopted for the purpose of this licence.

Provided also that the licensees may, from time to time, with the previous consent in writing of the Government of Madras and subject to such limitations and conditions as shall be prescribed in writing by the Government adopt any other system of supply for the purpose of this licence.

(2) (*a*) The feeders, distributing mains and service lines may be overhead or underground i

whole or in part, and shall be erected, constructed and maintained by the licensees in strict conformity with the Act and the rules thereunder.

Provided that nothing in this licence shall authorize the licensees to use overhead mains at any higher pressure than medium pressure without the sanction in writing of the Government of Madras in each case and subject to any conditions or limitations which the Government of Madras may prescribe.

Provided also that in the streets mentioned in the Third Annexure hereto or any other streets which at any time hereafter be named in writing by the Government of Madras all electric lines shall be underground.

(*b*) Where overhead mains carrying alternating current are used, due precautions shall be taken by the licensees to avoid any possible interference with the adjacent telegraph or telephone circuits due to inductive effects.

(*c*) For the purpose of Rule 61 of the Indian Electricity Rules, 1922, the maximum wind pressure shall be taken as fifteen lb. per square foot.

8. *Compulsory works.*—(*a*) The licensees shall lay down suitable and sufficient feeders and distributing mains and execute works to the satisfaction of the Government of Madras for the purpose of supplying electrical energy throughout such streets or parts of streets as are mentioned in the First Annexure and as indicated in black on the deposited map. In the case of difference between the description in the First Annexure and as indicated on the deposited map the latter shall prevail. The licensees shall commence to execute the works aforesaid within fifteen months from the commencement of the licence and shall complete the same within three years thereof.

(*b*) If the licensees fail to comply with the above provisions or should in the opinion of the Government of Madras the progress made during any portion of the said period of three years be unsatisfactory, the licence may be revoked.

(*c*) The licensees shall submit reports every six months from the commencement of this licence until the completion of the compulsory works specifying all steps taken and the progress made in carrying into effect this licence.

(*d*) The licensees shall subject to the first proviso to clause 6 of this licence supply all the energy demanded by the municipal council of Mangalore.

9. *Generating station.*—The generating station shall be within the area of supply.

10. *Breaking up of streets and railways and crossing of waterways.*—(*a*) The licensees are hereby specially authorized to open and break up the soil and pavement of the streets not repairable by the Government of Madras or by the local authority and mentioned in the Second Annexure to this licence and also the railways or parts of railways mentioned in the said annexure so far only as concerns level crossings and parts of the railways running along the highway.

(*b*) The length of the trenches to be opened on any street at any one time and the period for which they may remain open shall be determined from time to time by the Government of Madras or the local authority by which such streets are repairable. When any street is crossed not more than half the width of such street shall without the specific authority in writing of the Government of Madras or the local authority as aforesaid be closed for traffic.

(*c*) The licensees are further authorized to cross all rivers, streams and irrigation channels within or contiguous to the area of supply in accordance with such conditions as the Government may impose.

11. *Limits of prices to be charged in respect of the supply of energy.*—The prices to be charged by the licensees for energy supplied by them shall not exceed those stated in that behalf in the Fourth Annexure or in the case of a method of charge approved by the Government of Madras in accordance with clause X of the Schedule to the Act, such maxima as the Government of Madras may fix on approving the method.

12. *Purchase of Undertaking.*—(*a*) The option of purchase given by section 7, sub-section (1) of the Act shall first be exercisable on the expiration of fifty years from the commencement of this licence and on the expiration of every subsequent period of twenty years during the continuance of this licence. The percentage of the value to be determined in accordance with and for the purpose of sub-section (1) of section 7 of the Act of all lands, buildings, works, materials and plant of the licensees therein mentioned to be added under the second proviso of the sub-section to such value on account of compulsory purchase shall be twenty per centum.

(*b*) In accordance with section 8, sub-section (2), clause (*d*) (ii) of the Act, it is hereby expressly declared that the generating station within the area of supply belonging to the licensees and to be used in connexion with the undertaking shall form part of the undertaking for the purpose of purchase under section 5 or section 7 of the Act.

(*c*) During the period of notice prescribed in section 7 (4) of the Act, all extensions and outlays of money debitable to the capital account of the licensees shall be subject to the previous approval of the Government.

13. *Exceptions from the Schedule to the Act.*—In pursuance of section 8, sub-section (2), clause (*f*) of the Act, it is hereby expressly declared that clause IX of the Schedule to the Act shall be excepted from incorporation in this licence.

14. *Assignment of licence.*—At any time after the commencement of this licence, the licensees may, with the previous consent in writing of the Government of Madras, assign this licence or transfer the whole of their undertakings in respect of which this licence is granted (including all lands, buildings, works, materials and plant of the licensees) to a company formed or to be formed and registered in British India in accordance with the law in force in British India or in England under the English Companies Act, having authority to take over the licence and the said undertaking as the case may be and to exercise the powers and perform the obligations given to or imposed upon the licensees under this licence and the Act and the rules made under the Act and on such assignment or transfer the rights, powers and authorities, obligations and liabilities of the licensees shall be assigned and transferred to and shall be exercised by and shall attach to such company formed or to be formed as aforesaid.

15. *Revocation.*—If the licensees fail to comply with the provisions of any of the clauses hereof, the licence may be revoked.

First Annexure.

Compulsory Works.

List of streets or parts of streets in which the licensees are to lay down suitable and sufficient feeders and distributing mains for the purpose of supply of electrical energy :—

(1) Rozario Church Road.
(2) Cantonment (West) Road (from Rozario church to St. Paul's church).
(3) Cantonment (East) Road.
(4) Flagstaff Road.
(5) (*a*) Firewood Bazaar Street.
(*b*) Gollikatta Bazaar Street.
(*c*) Cloth Bazaar Street.
(6) Car Street from junction with Azuz-ud-din Road up to New Court Road.
(7) Court New Road.
(8) Court Road from Firewood Bazaar Road past Kodialbail church and northwards to junction with Kulur Ferry Road.
(9) Kulur Ferry Road from junction with Court Road southwards and thence eastwards along the First Street in Pentland Town up to Sultan's Battery Road.
(10) Kohenady Road from Court Road up to opposite Veterinary Hospital.
(11) Falnir Road (from Hampankatta to Sturrock Road).
(12) Balmatta Road (from Hampankatta to Balmatta East Gate).

Second Annexure.

List of streets not repairable by the Government of Madras or by a local authority and of railways which may be broken up in pursuance of the special powers granted by this licence.

Streets.—Nil.

Railways.—South Indian Railway.

Third Annexure.

List of streets or parts of streets wherein all electric lines shall be underground :—

(1) Court New Road.
(2) Car Street.
(3) Cloth Bazaar Street.
(4) Gollikatta Bazaar Street.
(5) Firewood Bazaar Street.

Fourth Annexure.

Maximum Charges.

Clause 1.—Where the licensees charge any consumer by the actual quantity of energy supplied to him, they shall be entitled to charge him at the following rates :—

(*a*) For lighting and fan purposes at annas 8 per unit subject to a minimum monthly charge of three rupees.

(*b*) For other purposes than lighting and fan and subject to a monthly minimum charge of ten rupees per kilowatt of maximum demand maintained for more than fifteen minutes :

(i) For any quantity not exceeding the equivalent of thirty-three hours' supply per month at the maximum power which has been demanded at the rate of four annas per unit.

(ii) For any quantity exceeding the equivalent of thirty-three hours' supply per month but not exceeding sixty-six hours' supply at such maximum power at the rate of three annas per unit.

(iii) For any further quantity exceeding the equivalent of sixty-six hours' supply per month at such maximum power at the rate of two annas per unit.

(*c*) For all energy required by the municipal authorities at the rate of four annas per unit.

(*d*) Should a supply of electrical energy in bulk become available at any future date from a hydro-electric or other source of supply at such rates that the rates of supply of distributed energy under this licence could be reduced the licensees shall obtain their supply from such source and shall reduce the rates specified in the above sub-clauses by amounts which shall be approved by Government.

NOTES CONNECTED WITH G.O. No. 344 W., DATED 23RD MARCH 1926.

[SUBJECT.—*Application of licence for the supply of electric energy to Mangalore.*]

From Messrs. G. R. Kelkar & N. S. Padbidri, Mangalore, dated 10th March 1925.

The receipt of the application may be acknowledged and the applicants may at the same time be told that the issues of the newspapers containing the advertisements are awaited.

2. The treasury receipts for Rs. 500 received from the applicants will have to be sent to Accountant-General with instructions to credit the amount to Revenue as fees under the Indian Electricity Act, 1910.

3. The draft licence, etc., may be sent to the Electrical Inspector to Government for remarks.

4. Necessary drafts are put up.

A.S.N.—12-3-25.

P. RANGANAYAKULU—12-3-25.

M. R. KHAREGAT—16-3-25.

From the Joint Applicants for the Mangalore Electric Licence, dated 2nd April 1925.

The third insertion of the advertisement has now been received. A copy of the advertisement may be sent to the press for publication in the *Fort St. George Gazette* and the District Gazette concerned. Draft memorandum is submitted.

A.S N.—7-4-25.

P.R.—7-4-25.

[Memorandum No. 948-Ad.-4, dated 8th April 1925.]

From the Electrical Inspector to Government, No. 1088, *dated 5th May* 1925.

The advertisement was first published in the newspaper on the 16th March 1925. With reference to rule 13 (2) of the Indian Electricity Rules, 1922, a period of three months from the date of the issue of the first advertisement has to be allowed for the receipt of objections.

Please see the Electrical Inspector's remarks on pages 2-3, current file. With reference to his remarks at **A** on page 2, current file, a draft letter to the applicants is submitted.

The other remarks of the Electrical Inspector may be considered along with the objections, if any, that may be received in respect of the application.

S.J.—18-5-25.

P.R.—19-5-25.

[Letter No. 16-Gl.-1, dated 22nd May 1925.]

From Messrs. Kelkar & Padbidri, dated 25th May 1925.

The letter may be sent to the Electrical Inspector to Government u.o. for remarks with reference to paragraph 1 of his letter on page 2, current file.

A.S.M.—3-6-25.

P. K. SUBBA AYYAR—4-6-25.

The particulars furnished by the applicants are inadequate. They may be requested to give details of a few of the electrical works for which they and their Engineers have been personally responsible.

L. HENSHAW—5-6-25.

A draft letter to the applicants on the lines of the Electrical Inspector's note is put up.

A.S.M.—9-6-25. P. K. SUBBA AYYAR—9-6-25.

F. B. EVANS—10-6-25.

[Letter No. 16-Gl.-2, dated 13th June 1925.]

From Messrs. Kelkar & Padbidri, dated 4th July 1925.

Please see the Electrical Inspector's note on page 1 ante. The applicants have furnished particulars on the point required. The file may now be sent to the Electrical Inspector to Government for remarks.

A.S.M.—9-7-25. P.K.S.—9-7-25.

The statements of the applicants are vague and do not indicate that they have been personally responsible for the execution of works of any magnitude.

However, as no public objections have been raised and as theirs is the only application received, sanction to the issue of a licence may, perhaps, be proceeded with and results be awaited.

L. HENSHAW—17-7-25.

Some slight alterations have been made in the draft licence to bring it into line with the model form.

L.H.—18-7-25.

The Electric Inspector's remarks on the draft licence submitted by the applicants are at pages 2–3, current file. Please see the revised draft prepared by the Electrical Inspector. The important alterations proposed by him are—

A (1) the raising of the security amount from Rs. 2,000 to Rs. 5,000; and
(2) the provision of compulsory mains in three additional streets.

The maximum charge for lighting and fan purposes is 8 annas per unit subject to a minimum monthly charge of Rs. 3. A special rate of 4 annas per unit is provided for energy required by the Municipal authorities. The charge 8 annas is rather high but presumably it will not pay the new company to charge at a lower rate. If the company find that the high charge is unattractive, they will reduce it, as the rate 8 annas per unit is the maximum they can charge.

The Electric Inspector's suggestions may be approved and the revised draft sent to the Government Solicitor for scrutiny before it is sent to the applicants for their acceptance. The map showing compulsory mains which has been deposited by the applicants will have to be revised and resubmitted by them with reference to clause 8 (*a*) of the draft licence and the additional compulsory mains proposed by Electrical Inspector to Government.

Not necessary.
F.B.E.—27-7-25.

A draft memorandum to the Government Solicitor is submitted. After issue of the memorandum, the file may be sent to Local Self-Government (u.o.) for perusal. Government have in G.O. No. 246 L., dated 14th July 1924, offered municipalities facilities for undertaking electric lighting schemes. Presumably the Mangalore Municipality do not wish to undertake this work as they have not raised any objections to the draft licence published. Local Self-Government may see the file also with reference to the Electrical Inspector's remarks against clause 9 on page 2, current file.

A.S.N.—27-7-25. F.B.E.—27-7-25.

LOCAL SELF-GOVERNMENT DEPARTMENT.

The Electrical Inspector's suggestions to extend electrification to the north end of Mangalore municipality may be approved. The file may be returned to Public Works Department u.o.

K.G.—3-7-25.

The Mangalore Municipal Council which is vitally interested in the grant of the licence has not been specifically called upon to offer its remarks on the application. It has also not raised any objections of its own accord. The Chairman of the Municipal Council as also the President of the South Kanara District Board are among the directors of the company which will work the licence. The application for the licence was also published in three issues of the local "Mangalore Mail" and "Kanteerava". It may perhaps be presumed that the Council has no objection to the grant of the licence or to the various clauses thereof including clause 9 in regard to the area of compulsory supply. If however it is considered that the Council's views should be definitely called for, the draft memorandum submitted below is for approval. After issue of the memorandum the case may be returned to the Public Works Department.

B.A.—5-8-25.

Draft below may issue.

M. ZINDAH—6-8-25.

C. B. COTTERELL—7-8-25.

I cannot see what is the use of publication (as required by statute), if we are to have to refer separately. Draft a final order now.

F. B. EVANS—12-8-25.

Please see the notes on page 2 ante. The draft licence may be sent to the applicants for acceptance before it is approved. The applicants may also be asked to revise the map showing compulsory mains. A draft letter is submitted.

[The reference made to the Municipality by Local Self-Government is not necessary—please see the notes under clause (*b*) on page 167 of Mr. Meare's book.]

A.S.N.—14-8-25. F.B.E.—15-8-25.

[Letter to Messrs. G. R. Kelkar and N.S. Padbidri, No. 16-Gl.-5, dated 15th August 1925.]

From Messrs. G. R. Kelkar and N. S. Padbidri, dated 19th November 1925.

The applicants' letter may be sent to the Electrical Inspector to Government u.o. for remarks.

A.S.N.—25-11-25. F.B.E.—25-11-25.

U.O. No. 2722, *dated 5th December* 1925.

I offer the following remarks on the applicants' letter dated 19th November 1925:—

(1) *Portion* **A** *on page* 5, *current file.*—The applicants now request to be allowed one year for the payment of the security instead of the six months originally proposed by them. In the model licence a maximum of only *nine* months is provided. As the six months' period was originally proposed by the applicants themselves there is not sufficient reason now to extend that period. From the company's prospectus (not printed) it will be noted that the capital of the company is proposed to be about 7·5 lakhs. If they are in a position to finance the scheme they should be prepared to pay the security within the six months. Their request to have the period extended to one year appears to indicate their inability financially to carry out their obligations under the licence. The six months' time originally proposed should, therefore, be enforced.

(2) *Portion* **B** *on page* 5, *current file.*—The addition to the first annexure of the streets in items 8 and 9 was proposed by Mr. Greenwood *only* after an actual inspection of the area and in the interests of the town development. Paragraph 8 of his letter No. 1008, dated 5th May 1925, is very clear on the point. The applicants state that the streets in items 8 and 9 cover about 70 to 80 per cent of the total area, and the capital expenditure at present estimated will not be sufficient to carry the lines specified thereunder. The inclusion of the items 8 and 9 *in full* in place of those proposed by the applicants will require an additional run of only $1\frac{1}{2}$ miles of

mains costing not more than Rs. 10,000. There is, therefore, no reason for their omission, and I recommend that Government do not agree to the amendment proposed by the applicants.

(3) *Portion* C *on page* 5, *current file.*—The applicants state that the whole work will be executed to the satisfaction of the Electrical Inspector. This means that the work will be done strictly in accordance with the requirements of the Indian Electricity Act and Rules. The Electrical Inspector has not, however, powers to call on the licensees to run their mains either underground or overhead as he wishes but only as specifically provided for in the licence Before proposing the laying of underground lines in the streets referred to in the third annexure, Mr. Greenwood visited those streets and considered it essential in the interests of public safety that only underground lines should be run in those streets. Please see in this connexion paragraph 7 (*b*) of Mr. Greenwood's letter No. 1088, dated 5th May 1925. I am of the opinion, therefore, that the applicants, request to omit the third annexure should be turned down.

L. HENSHAW—5-12-25.

I think we may accept Mr. Henshaw's advice.

F. B. EVANS—7-12-25.

Yes.

C. P. R[AMASWAMI AYYAR]—8-12-25.

Draft.

F.B.E.—8-12-25.

Draft letter submitted.

A.S.N.—9-12-25.

[The Municipal Council who have been consulted by Local Self-Government about the grant of this licence, have no remarks to offer—vide page 5, current file.]

A.S.N.—9-12-25. F.B.E.—9-12-25.

[Letter No. 16 Gl.-8, dated 9th December 1925.]

From Messrs. G. R. Kelkar & N. S. Padbidri, dated 18*th December* 1925 *and* 18*th January* 1926.

The Electrical Inspector may be requested u.o. to state whether the map submitted by the applicants is in order. On receipt of the file back a draft order sanctioning the licence will be put up.

A.S.N.—21-1-26. F.B.E.—22-1-26.

I have scrutinized the map with reference to the first annexure and with one exception it appears to be in order.

2. The exception is in regard to Car street listed as item 6 in the first annexure. The black line on the map indicating the mains commences at the junction with Ice Beatrice street and extends up to New Court road whereas it would appear that Car street actually commences at the junction with Cloth Bazaar street. Compulsory mains appear to be necessary at least from the junction with Azuz-ud-din road up to New Court road. As the map is not clear I suggest that item 6 of the first annexure be modified as follows :—

" Car street from junction with Azuz-ud-din road up to New Court road ".

3. As the licence will be issued this year the title should be changed to 'the Mangalore Electric Licence 1926 '.

L.H.—26-1-26.

PUBLIC WORKS DEPARTMENT.

The first annexure and the title of the licence have been modified as suggested by the Electrical Inspector above. A draft order sanctioning the grant of the licence is put up.

2. The question of appointment of an auditor referred to in paragraph 4 of the draft order may be taken up after the licensees deposit the security.

3. The map referred to in clause 5 of the draft licence will be submitted to Secretary for signature on the date on which the licence will be published in the Gazette.

4. A draft letter forwarding copies of the licence to the Governments of Bengal and Bombay is also put up

A.S.M.—29-1-26.

[The portion enclosed in pencil brackets in the last two lines of clause 2 (4) of the licence may, if approved, be deleted. The map has been signed by both the applicants but not " under the name and style of Messrs. G. R. Kelkar & N. S. Padbidri, Bombay."

Yes.
F.B.E.

Another point for consideration is whether before issuing the drafts, the applicants should not be required to correct the map with reference to the remarks made by the Electrical Inspector to Government in paragraph 2 of his note. Clause 8 of the draft licence says that " in the case of difference between the description in the first annexure and as indicated on the deposited map, the latter shall prevail ". The alteration proposed by the Electrical Inspector to Government in the first annexure should therefore, it seems, be also carried out in the map.

Yes.
F.B.E.—1-2-26.

A.S.N.—1-2-26.

Draft letter submitted.

A.S.N.—2-2-26. F. B. EVANS—2-2-26.

[Letter to Messrs. G. R. Kelkar & N. S. Padbidri, No. 16 Gl./25-10, dated 3rd February 1926.]

From Messrs. G. R. Kelkar & N. S. Padbidri, dated 22nd February 1926.

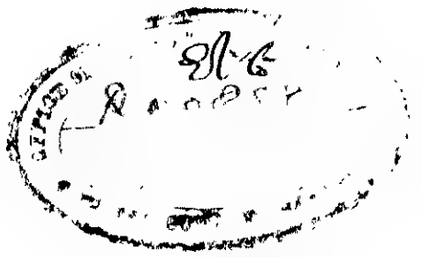
Please see the notes above. The map has been corrected to correspond with the modification proposed in the first annexure. The draft order and the draft letter to the Governments of Bengal and Bombay already put up in the file are for approval.

2. A draft letter informing the applicants that the fee of Rs. 500 deposited by them has been received is also put up.

A.S.N.—1-3-26. F.B.E.—1-3-26.

Issue.

[G.O. No. 344 W., dated 23rd March 1926]



THE MANGALORE ELECTRIC LICENSE

1925.

DRAFT LICENSE.

APPLICANTS :—

G. R. KELKAR; A.A.I.E.E. } Electrical,
N. S. PADBIDRI; A.A.I.E.E. } Engineers.

Residence :—
Co-operative Buildings,
Santa Cruz,
B. B. & C. I. Railway,
BOMBAY.

Present Address :—
"Gonsalves Gardens"
Kodialbail,
Mangalore.

Breaking up of streets, crossings of Railways and Waterways.

12. The Licensees are hereby authorised within the area of supply to open and break up the soil and pavement of any street and to lay or erect lines accross the South Indian Railway on the Bunder Siding, at the level crossing of Mangala Devi Temple Road and at Ullal Ferry Road, also to lay or erect lines across the Gurpur River to the Sand Spit.

Purchase of Undertaking.

13. The option of purchase given by Section 7 of the Act shall be exercisable first on the expiration of 50 years computed from the commencement of this License and thereafter on the expiration of every subsequent period of 20 years during the subsistence of this License. The value of all lands, buildings, works, materials and Plant of the Licensees to be paid in accordance with the said section 7 of the Act shall be their market value at the time of such purchase which shall be determined in case of difference or dispute by arbitration due regard being had to the various matters mentioned in the first proviso set out in sub-section (1) of the said Section 7 and there shall be added to such value, so computed as aforesaid, on account of compulsory purchase a sum equivalent to twenty per centum of the amount of such value.

(2) In accordance with sub-section (2) (*d*) (ii) of Section 3 of the Act it is hereby declared that the Generating Station to be used in connection with the undertaking shall form part of the undertaking for the purpose of purchase under Section 5 or Section 7 of the Act.

Assignment of License.

14. At any time after the commencement of this License the Licensees may, with the previous consent in writing of the Government of Madras and subject to

compliance with such conditions upon which such consent may be given, assign this License and transfer the whole of their undertaking in respect of which this License is granted (including all lands, buildings, works, materials and plant of the Licensees) to a Company formed and registered in the Presidency of Madras in accordance with the Law for the time being in force in British India under any enactment relating to Companies for the time being in force there having authority to take over this License and the said undertaking as the case may be, and to exercise the powers and perform the obligations given to or imposed upon the Licensees under this License and the Act and the Rules under the Act and as such assignment and transfer the rights, powers, authorities, obligations and liabilities of the Licensees shall be assigned and transferred to and shall be exercised by and shall attach to such Company formed as aforesaid.

Dated this, day of
One thousand, nine hundred and twenty-five.

SECRETARIAT GOVERNMENT
27 MAY 1925
PUBLIC WORKS DEPARTMENT

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

Mangalore Electric Supply Company, Ltd.

The Saraswathi Printing Works, Ltd., Mangalore.

INDEX.

	PAGE.
MEMORANDUM OF ASSOCIATION	1
Name of Company	1
Registered Office	1
Objects of Company	1
Liability of Shareholders	2
Capital	2
Agreement with Secretaries & Engineers	3
ARTICLES OF ASSOCIATION	5
Constitution of Company	5
Interpretation	5
Agreements	6
Capital and Increase and Reduction of Capital	6
Shares	8
Certificates	9
Calls	9
Forfeiture and Lien	10
Transfer and Transmission	12
Conversion of Shares into Stock	14
Borrowing Powers	14
General Meetings	15
Proceeding of General Meetings	16
Votes of Members	18
Directors	20
Rotation of Directors	22
Procedure of Directors	23
Powers of Directors	24
Common seal	28
Management of Business	28
Dividends	29
Accounts	30
Audit	30
Notices	31
Indemnity	33

ABSTRACT

OF THE

ARTICLES OF ASSOCIATION

OF

The Mangalore Electric Supply Company, Ltd.

	PAGE	CLAUSE
CONSTITUTION OF COMPANY.		
Table A not to apply	5	1
Company to be governed by these Articles	5	2
INTERPRETATION.		
Interpretation	5	3
Company	5	3
The said Act	5	3
These presents	5	3
Special Resolution	5	3
Extraordinary Resolution	5	3
Capital	5	3
Shares	5	3
Consumers' Shares	5	3
Shareholders or Members	5	3
Register of Members	6	3
Executor or Administrator	6	3
Directors	6	3
Board	6	3
Auditors, Secretaries and Engineers and Secretary	6	3
Ordinary General Meeting	6	3
Extraordinary General Meeting	6	3
Meeting	6	3
Persons	6	3
Office	6	3
Seal	6	3
Month	6	3
Singular Number	6	3
Plural Number	6	3
Gender	6	3
Company's Regulations	6	3
AGREEMENTS.		
Agreement	6	4
Agreement for Purchase of License	6	5
CAPITAL AND INCREASE AND REDUCTION OF CAPITAL.		
Amount of Capital	6	6
Minimum Subscription	7	7
Allotment of shares	7	8

	PAGE	CLAUSE
Power to increase Capital	7	9
On what conditions new shares may be issued	7	10
Offer of new shares to existing members	7	11
How far new shares to rank with shares in original Capital	7	12
Reduction of Capital	7	13
Sub-division or consolidation of shares	7	14
Power to modify rights	7	15
SHARES.		
Shares to be numbered progressively	8	16
Directors may allot shares as fully paid up	8	17
Acceptance of shares	8	18
Deposit to be debt payable immediately	8	19
Liability of members for proportion of Capital	8	20
Joint-holders	8	21
The first named of joint-holders deemed sole holder	8	22
Death of one or more joint-holders of shares	8	23
Trusts not recognised	8	24
Notice of change of name or abode or of marriage of shareholder	8	25
Rights of member	8	26
CERTIFICATES.		
Certificates	9	28
Member's right to certificate	9	29
As to the issue of new certificate	9	30
To which of joint-holders certificate to issue	9	31
Endorsement on certificate	9	32
New certificate to be issued when certificate filled up	9	33
CALLS.		
Board may make further calls in respect of amount unpaid on shares	9	34
When call deemed to have been made	9	35
Notice of call	9	36
Extension of time for payment of call	9	37
When interest on call payable	10	38
Evidence in action for call	10	39
Partial payment not to preclude forfeiture	10	40
Payment of call in advance	10	41
Money due to shareholders from Company	10	42
FORFEITURE AND LIEN.		
If call not paid, notice may be given	10	43
Form of notice	10	44
If notice not complied with, shares may be forfeited	11	45
Notice after forfeiture	11	46
Forfeited share to become property of Company	11	47
Arrears to be paid notwithstanding forfeiture	11	48
Certificate of forfeiture	11	49
Forfeiture may be remitted; arrears recoverable notwithstanding forfeiture	11	50
Directors may accept surrender of shares	12	51
Company's lien on shares	12	52
Enforcing lien by sale	12	53
Application of proceeds of sale	12	54
Validity of sale	12	55

	PAGE	CLAUSE
TRANSFER AND TRANSMISSION.		
Register of transfers	12	56
Form of transfer	12	57
Execution of transfer	13	58
Transfer to be left at office	13	59
When Transfer-book and Register may be closed	13	60
Notice of intended sale to be given to Board	13	61
Board may refuse to register transfers	13	62
Transmission of registered shares	13	63
As to transfer of shares of deceased or bankrupt members	13	64
Conditions of registration of transmission	14	65
Fee on transfer or transmission	14	66
Company not liable for disregard of notice prohibiting registration of transfers	14	67
Copies of Memorandum and Articles of Association to be furnished by Directors	14	68
CONVERSION OF SHARES INTO STOCK.		
Conversion of shares into stock	14	69
Transfer of stock	14	70
Right of stock-holders	14	71
BORROWING POWERS.		
Power to borrow	14	72
Conditions on which moneys may be borrowed	14	73
Securities assignable free from equities	15	74
Issue at discount, &c., or with special privileges	15	75
Register of mortgages to be kept	15	76
Mortgage of uncalled Capital	15	77
GENERAL MEETINGS.		
Meetings of shareholders where to be held	15	78
First Ordinary General Meeting	15	79
Subsequent Ordinary General Meetings	15	80
Extra-ordinary General Meetings	15	81-82
When three shareholders may convene a meeting	16	83
Seven days' notice of the meeting to be given	16	84
By whom notice to be signed	16	85
Omission to give notice not to invalidate resolution passed	16	86
One notice only may be given for two meetings	16	87
PROCEEDINGS AT GENERAL MEETINGS.		
Business requiring and not requiring notification	16	88
Notice of which business to be given	16	89
Quorum to be present	17	90
If Quorum not present, meeting to be dissolved or adjourned	17	91
Chairman of Directors to be Chairman of General Meeting	17	92
Business confined to election of Chairman while chair vacant	17	93
Chairman with consent may adjourn meeting	17	94
Motion how decided	17	95
Questions at General Meeting how decided	17	96
Poll to be taken if demanded	18	97

	PAGE	CLAUSE
In what cases Poll to be demanded	18	98
Demand for Poll not to prevent continuance of meeting	18	99
VOTES OF MEMBERS.		
Votes of members	18	100
Votes in respect of shares of deceased and bankrupt members	18	101
How members *non compos mentis* or minors may vote	18	102
Joint-holders	18	103
Proxies permitted	18	104
Instrument of proxy	18	105
Qualification of proxy	18	106
Deposit of instrument of appointment	19	107
Form of special proxy	19	108
Form of general proxy	19	109
When vote by proxy valid, though authority revoked	19	110
No member entitled to vote, &c., while call due to Company	19	111
DIRECTORS.		
Number of Directors	20	112
Director ex-officio	20	113
Names of Directors and duration of office	20	114
Power of Directors to appoint additional Directors	20	115
Qualification of Directors	20	116
Remuneration of Directors	20	117
Extra remuneration when payable	20	118
Directors may act notwithstanding vacancy	21	119
When office of Directors vacated	21	120
Directors may contract with Company	21	121
ROTATION OF DIRECTORS.		
Rotation and retirement of Directors	22	122
Which Directors to retire	22	123
Company to appoint Successors	22	124
Retiring Directors to remain in office till Successors appointed	22	125
Power to remove Director by extra-ordinary resolution	22	126
When candidates for office of Director must give notice	22	127
PROCEDURE OF DIRECTORS.		
Meetings of Directors	23	128
Any Director may summon meeting	23	129
How questions at Board meetings decided	23	130
Chairman, when chairman absent at meeting	23	131
Power of Quorum	23	132
Power to appoint Committee	23	133
Proceedings of Committee	23	134
When acts of Director or Committee valid notwithstanding defective appointment, &c.	23	135
Resolution without Board meeting valid	23	136
Remuneration for extra service	23	137
Minutes	24	138
Signature of minutes and effect thereof	24	139

	Page	Clause
POWERS OF DIRECTORS.		
Board to manage all business	24	140
Powers of Directors	24	141
To pay preliminary expenses	24	141-A
To insure	24	141-B
To acquire property	24	141-C
To pay for property in debentures, &c.	25	141-D
To secure contracts by mortgages	25	141-E
To appoint officers, &c.	25	141-F
To delegate powers	25	141-G
To accept surrender of shares	25	141-H
To appoint trustees	25	141-I
To bring and defend actions, etc.	25	141-J
To give receipts	26	141-K
To authorize acceptance, &c.	26	141-L
To appoint attorneys	26	141-M
To invest moneys	26	141-N
To give security by way of indemnity	26	141-O
To give percentage	26	141-P
To give bonus	26	141-Q
To establish Provident Fund	26	141-R
To establish Reserve Fund	26	141-S
To establish Local Board	27	141-T
To give powers of attorney	27	141-U
To make contracts, &c.	28	141-V
COMMON SEAL.		
The common seal, its custody and use	28	142
Deeds how executed	28	143
MANAGEMENT OF BUSINESS.		
Secretaries & Engineers	28	144
Firm of Messers. J. Z. Saldhana & Co, appointed Secretaries & Engineers	28	145
General management by Secretaries & Engineers	28	146
Signing Receipts	28	147
Signing cheques	28	148
Legal proceedings	28	149
Power to sub-delegate	29	150
DIVIDENDS.		
Declaring dividend	29	151
Limit of dividend	29	152
Interim dividend	29	153
Members right to dividend	29	154
Notice how to be given	29	155
Retention by Secretaries & Engineers of dividend in certain cases	29	156
Dividend in case of transfer	29	157
Mode of payment of dividend	29	158
Production of share certificate when applying for dividend	29	159
Unclaimed dividends	29	160
ACCOUNTS.		
What accounts to be kept	30	161
Preliminary expenses account	30	162
Inspection by members	30	163

	PAGE	CLAUSE
Annual account and balance-sheet	30	164
Annual report of Directors	30	165
Copy to be sent to members	30	166
AUDIT.		
Accounts to be audited annually	30	167
Audit provisions	30	168
Remuneration of Auditors	31	169
Rights and Duties of Auditors	31	170
When accounts to be deemed finally settled	31	171
NOTICES.		
Service of notice	31	172
Notice when deemed to be served	32	173
Members must notify their addresses for registration and non-resident shareholders must have agents in Mangalore	32	174
Or not entitled to notice	32	175
Notice to owners of shares held jointly	32	176
Notice by Advertisement	32	177
Shareholders bound by notice given to previous holders	32	178
Service of notice good, notwithstanding death of shareholder	32	179
How notice to be signed	32	180
Service of notice by members	32	181
INDEMNITY.		
Indemnity	33	182
Individual responsibilty of Directors	33	183

MEMORANDUM OF ASSOCIATION

OF

The Mangalore Electric Supply Company, Ltd.

1. The name of the Company is "The Mangalore Electric Supply Company, Ltd." Limited

2. The Registered Office of the Company will be situate in (Mangalore) Madras Presidency.

3. The objects for which the Company is established are:—

(a) To adopt and carry into effect, with such modifications as may be deemed necessary in future with the mutual consent of the contracting parties, an agreement, dated the 11th May 1925 and expressed to be made between Messrs. J. Z. Saldanha & Company, of the one part and this company of the other part, (a copy of which agreement is set forth in the Schedule to this Memorandum,) and for that purpose to enter into and carry into effect all such agreements, guarantees, deeds and instruments as may be necessary, or as may be deemed advisable or proper.

(b) To generate, develop and accumulate electrical power within the area contemplated by the License referred to in the said agreement and such area in which the Government may authorise the company to carry on operation hereafter and to transmit, distribute and supply such power throughout the area of supply named therein and in any other area as may be beneficial to the interest of the Company, and generally to generate, develop and accumulate power at any other place or places and to transmit, distribute, and supply such power.

(c) To carry on, in general, the business of an electric power, light and supply Company in all its branches, and in particular to construct, lay down, establish, fix and erect all necessary power-stations, cables, wires, lines, accumulators, lamps, apparatus and works, and to generate, purchase, accumulate, distribute and supply electricity, and to light streets, docks, markets, theatres, buildings, and places of all sorts both public and private.

(d) To carry on, but strictly within the precincts of the area contemplated by the said License and by the Licenses which may be granted in future, the business of electricians, electrical and mechanical engineers, suppliers of electricity for the purpose of light, heat, motive power or otherwise, and manufacturers or refiners of metals, manures, and other commodities capable of being produced or refined by the application of electrical energy, and manufacturers of and dealers in apparatus and things required for, or capable of, being used in connection with the generation, distribution, supply, accumulation, and employment of electricity, galvanism, magnetism or otherwise and to instal, erect and maintain a telephone system in Mangalore or elsewhere as may be authorised by Government in License to be granted hereafter

(e) To construct, purchase, take on lease or otherwise acquire any railways, tramways, or other ways, omnibuses and other vehicles, ships, boats, barges and launches, and to equip, maintain, work and develop the same by electricity, steam, oil, gas, petroleum, or any other motive power

and to employ the same in the conveyance of passengers, merchandise, and goods of every description and to authorise any local authority, company or persons to use and work the same or anv part thereof.

(*f*) To apply for and take out, purchase or otherwise acquire any patents, patent-rights, inventions, licenses, concessions, copyrights, or secret processes, which may be useful for the Company's objects, and to grant licenses to use the same.

(*g*) To purchase, take on lease or otherwise acquire for the purposes of the Company any lands, buildings, easements or other interests in immovable properties and to pull down, re-construct, alter, extend, erect, maintain and adapt any buildings, offices, workshops, factories and other things found necessary or convenient for the purposes of the Company.

(*h*) To lend, invest and otherwise deal with the moneys of the Company not immediately required upon such securities or without security or to deposit same with such Banks and upon such terms as may from time to time be thought proper, and to receive moneys on deposit with or without allowance of interest thereon.

(*i*) To draw, make, accept, endorse, discount, execute, issue, negotiate and sell promissory notes, bills of exchange, hundies, warrants, debentures or other negotiable or transferable instruments with or without securities in connection with the business of the Company.

(*j*) To borrow or raise money by bonds, deposit receipts or by opening current accounts with or without securities, or by such other means as may be deemed expedient and secure the repayment thereof in such other manner as the Company shall think fit, and in particular, by the issue of debentures or debenture-stock or by mortgaging, pledging or otherwise charging the whole or any part of the property, assets or revenue of the Company present or future by special assignment or otherwise, or to transfer or convey the same absolutely or in trust and giving the lender power of sale and other powers as may seem expedient.

(*k*) To improve, manage, develop, exchange, lease, mortgage, sell, dispose of, turn to account or otherwise deal with the whole or any part of the properties, rights and undertakings of the Company, for such consideration as the Company may think fit

(*l*) And generally to carry on any other business of a similar nature or any business which may in the opinion of the Directors be conveniently carried on by this Company and to do all such other acts and things as may appear to be incidental or conducive to the attainment of the objects of the Company.

4. The liability of the members is limited.

5. The Capital of the Company is Rupees 7,50,000 (seven & half lakhs) (with powers to increase) divided into 50,000 ordinary shares of Rs 10 each and 25,000 consumers' shares of Rs. 10 each.

6. The members who at present constitute or who may hereafter constitute, the firm of Messrs. J. Z. Saldhana & Company, and their successors, or assigns, notwithstanding any changes which may take place by the addition of any partner or partners, or by death, retirement, removal or otherwise of any partner, or partners provided that such changes are to be approved of by the Board of Directors as provided for are hereby appointed Secretaries and Engineers of the Company for a period of 15 years from the date of the registration of the Company, upon terms embodied in an agreement. And it is hereby expressly provided and declared that in consideration of the services rendered by them in promoting this Company, the appointment of the said firm of Messrs. J. Z. Saldhana & Company, shall not at any time hereafter during the period of the said agreement be revoked, cancelled or modified on any ground or for any reason whatsoever, except their being found guilty of misconduct or fraud in the management and discharge of their duties as such Secretaries & Engineers of the Company. It is hereby declared that of Messrs. J. Z. Saldhana, N. S. Padbidri and G. R. Kelker who are three of the partners of the firm, Mr. J. Z. Saldhana and Mr. N. S. Padbidri are two Ex-Officio Directors; in this Company.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Signed by us on the 11th day of May 1925

NAMES.	ADDRESS AND DESCRIPTION.	Number of Ordinary Shares taken.	Signatures.
Rao Bahadur N. Subba Rao Avl	Landholder, Mercara Hill, Mangalore.	300	B.S (illegible)
Nellikai Venkat Rao Esq.	Landholder, Mangalore.	300	
J. Z. Saldanha Esq.	Landholder, Mangalore	300	
A. Soans Esq.	Merchant, Mangalore.	300	
T. Ananthaya Esq.	Merchant, Mangalore.	300	
F. P. S. Albuquerque Esq.	Tile Manufacturer, Mangalore.	300	
Michael Alvares Esq.	Lawyer, Mangalore.	300	
J. P. Rego Esq.	Tile Manufacturer, & Landholder Mangalore	300	
N. S. Padbidri Esq.	Electrical Engineer, Mangalore.	300	

Witnesses:

1. N. S. Padbidri.
2. G. R. Kelkar.
2. M. Madhav Rao.

ARTICLES OF ASSOCIATION

OF

The Mangalore Electric Supply Company, Ltd.

I. Constitution of Company.

The Mangalore Electric Supply Company, Ltd., is established with limited liability in accordance with and subject to, the provisions of the Indian Companies Act VII of 1913; but the Regulations contained in the Table A, in the first Schedule to the said Indian Companies Act, 1913 except so far as such regulations are embodied in these Articles, shall not apply to the Company. — Table A not to apply.

2. The Regulations for the management of the Company and for the observance of the members thereof and their representatives shall, subject to any exercise of the statutory power of the Company in reference to the repeal or alteration of, or addition to its Regulations by Special Resolutions, as prescribed by the said Companies Act, 1913, be such as are contained in these Articles. — Company to be governed by these Articles.

I. Interpretation.

3. The marginal notes hereto shall not affect the construction hereof, and in the interpretation of these Articles, the following words and expressions shall have the following meanings, unless repugnant to the subject or context— — Interpretation.

"The Company" means the Mangalore Electric Supply Company, Limited established under the Memorandum of Association to which these Articles are annexed. — Company.

"The said Act" means the Indian Companies Act VII of 1913. — The said Act.

"These presents" means and includes these Articles of Association and the regulations of the Company from time to time in force. — These presents.

"Special Resolution" means a Special Resolution of the Company passed in accordance with section 81, sub-section (2) of the Indian Companies Act, 1913, or other legislative provisions for the time being in force in this behalf. — Special Resolution.

"Extraordinary Resolution" means a Resolution which under the terms of Section 81, sub-section (1) of the Indian Companies Act, 1913, is to be so considered. — Extraordinary Resolution.

"Capital" means the Capital for the time being raised or authorised to be raised for the purposes of the Company. — Capital.

"Shares" means the shares into which the Capital is divided and the interest corresponding to such shares. — Shares.

"Consumers' shares" means the capital contributed to cover the cost of carrying the Company's Service lines to any locality prescribed by the Board where the consumers reside — Consumers' Shares.

"Shareholders" or "Members" means the duly registered holders from time to time of shares of the Company. — Shareholders or Members.

"Register of Members" means the Register of shareholders or Members to be kept pursuant to the "Indian Companies Act, 1913," or other Act or Acts, in force in this behalf — Register of Members.

Executor or Administrator.

"Executor" or "Administrator" means a person who has obtained Probate or Letters of Administration, as the case may be, from some competent Court having effect in Mangalore and shall include the holder of a certificate granted under the succession Certificate Act, 1889, and authorising the holder thereof to negotiate or transfer the share or shares of the deceased member, and shall also include the holder of a certificate granted by the Administrator General in Madras, under Section 31 of the Administrator General's Act, 1913.

Directors.

"Directors" means the Director for the time being of the Company, or, as the case may be, the Directors assembled at a Board.

Board.

"Board" means a meeting of the Directors duly called and constituted, or, as the case may be, the Directors assembled at a Board or the Directors acting collectively otherwise than at a meeting.

Auditors Secretaries and Engineers, and Secretary.

"Auditors" "Secretaries and Engineers" and "Secretary" mean those respective officers for the time being of the Company.

Ordinary General Meeting.

"Ordinary General Meeting" means an Ordinary General Meeting of the shareholders of the Company duly called and constituted and any adjourned holding thereof.

Extraordinary eneral Meeting.

"Extraordinary General Meeting" means an Extraordinary General Meeting of the shareholders of the Company duly called and constituted and any adjourned holding thereof.

Meeting.

"Meeting" means a Meeting of shareholders.

Persons.

"Persons" means corporations as well as individuals.

Office.

"Office" means the Registered Office for the time being of the Company.

Seal.

"Seal" means the Common Seal for the time being of the Company.

Month.

"Month" means a Calendar Month.

Singular Number.

Words importing the singular number also include the plural number.

Plural Number.

Words importing the plural number also include the singular number.

Gender.

Words importing the masculine gender also include the feminine gender.

Company's regulations.

"Company's Regulations" means the regulations for the time being for the management of the Company.

III Agreements.

Agreement.

4. The Company has entered into an Agreement dated the day of 1925, between the Company of the one part and the firm of Messrs. J. Z. Saldanha & Co. of the other part appointing the latter Secretaries, and Engineers of the Company on terms contained in the said Agreement.

Agreement for purchase of License.

5. The Company will also enter into another Agreement whereby the Company will inter-alia agree to purchase a certain License to be granted by the Government of Madras for the electrification of portions of the town of Mangalore and known as the Mangalore Electric License, 1925.

IV. Capital, and Increase and Reduction of Capital.

Amount of Capital.

6. The Capital of the Company shall be Rs. 7,50000, divided into 50,000 Ordinary Shares and 25,000 Consumers' shares of Rs. 10 each, the Consumers' shares are payable in full on presentation of an estimate of the value of the respective service lines of the intending holders of these shares.

7. The minimum cash subscription upon which the Directors may proceed to allotment will be 4,000 shares and the minimum working capital to start work will be Rs. 20,000. **Minimum Subscription.**

8. The allotment of so many of the said ordinary shares in the original Capital as have not been allotted at the date of the registration of these Articles shall exclusively appertain to and be vested in the Directors at their absolute discretion, who shall have the power to allot all or any of such shares as fully or in part paid up in such manner and to such person or persons on such terms and conditions, and at such times, as they in their absolute discretion shall think fit. **Allotment of Shares.**

9. The Company may, from time to time, by special resolution increase the Capital by the creation of new shares of such amount as may be deemed expedient. **Power to increase Capital.**

10. The new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto, and either at premium or otherwise as by the special resolution creating the same shall be directed, and if no direction be given, as the Directors shall determine; and in particular such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company, and with a special, or without any, right of voting. Provided that notwithstanding anything in this clause contained, the rights and privileges attached to any preference shares in the Capital for the time being of the Company shall not be modified, except in manner hereinafter provided. **On what conditions new shares may be issued.**

11. The Company may, by special resolution, in the case of any new shares, determine that the same, or any of them, shall be offered in the first instance to all the then members in proportion to the amount of the capital held by them or make any other provisions as to the issue and allotment of the new shares, but in default of any such determination or so far as the same shall not extend, the new shares may be dealt with as if they formed part of the shares in the initial Capital. **Offer of new shares to existing members.**

12. Except so far as otherwise provided by the conditions of issue, or by these presents, any Capital raised by the creation of new shares shall be considered part of the original ordinary Capital, and shall be subject to the provision herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien and otherwise. **How far new shares to rank with shares in original Capital.**

13. The Company may, from time to time, by special resolution reduce its Capital in any manner for the time being authorised by law, and Capital may be paid off on the footing that it may be called up again or otherwise. **Reduction of Capital.**

14. The Company, may from time to time, by special resolution, sub-divide or consolidate, its shares or any of them. **Sub-division or consolidation of shares.**

15. Whenever the Capital is divided into different classes of shares, all or any of the rights and privileges attached to each class may be modified, commuted, affected, abrogated, or dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by the holders of at least three-fourths in nominal value of the issued shares of the class, or is confirmed by an Extraodinary Resolution passed at a separate, General Meeting of the holders of shares of that class, and all the provisions hereinafter contained as to the General Meetings shall, "mutatis mutandis," apply to every such meeting but so that the quorum thereof shall be members holding, or representing by proxy not less than one half of the nominal amount of the issued shares of that class. This clause is not to derogate from any power the Company would have had if this clause were omitted. **Power to modify rights.**

V. Shares.

Shares to be numbered progressively.

16. The shares in the Capital shall be numbered progressively according to their several denominations.

Directors may allot shares as fully paid up

17. The Directors may allot and issue shares in the Capital of the Company as payment or part payment of any property sold or transferred, or for services rendered to the Company in conduct of its business; and any shares which may be so allotted may be issued as fully paid up shares, and if so issued, shall be deemed to be fully paid up shares

Acceptance of shares.

18. An application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any shares therein shall be an acceptance of shares within the meaning of these Articles; and every person who thus or otherwise accepts any shares shall for the purposes of these Articles be deemed a shareholder.

Deposit to be debt payable immediately.

19. The money (if any) which the Directors shall, on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise in respect of any shares allotted by them, shall immediately on the inscription of the name of the allottee in the Register of members as the name of the holder of such shares, become a debt due to, and recoverable by the Company from the allottee thereof and shall be paid by him accordingly.

Liability of members for proportion of Capital.

20. Every member, his executors or administrators shall pay to the Company the proportion of the Capital represented by his share or shares, which may, for the time being, remain unpaid thereon in such amounts, at such time or times and in such manner as the Directors shall from time to time, in accordance with the Company's regulations, require or fix for the payment thereof.

Joint-holders.

21. The Joint-holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such shares.

The first named of Joint holders deemed sole holder.

22. If any share stands in the names of two or more persons, the person first named in the Register shall, as regards voting at Meetings, receipt of dividends, or bonus, or service of notices, and all or any other matters connected with the Company, except the transfer of the share, be deemed the sole holder thereof, unless the Company is otherwise notified in writing by all the joint-holders.

Death of one or more Joint-holders of shares

23. In the case of the death of any one or more of the persons named in the Register as the joint-holders of any share, the survivor or survivors shall be the only persons recognised by the Company as having any title to or interest in such share, but nothing herein contained shall be taken to release the estate of a deceased joint-holder from any liability on shares held by him jointly with any other person.

Trusts not recognised.

24. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not, except as ordered by a Court of competent jurisdiction, or as by statute required, be bound to recognise any equitable or other claim to or interest in such share on the part of any other person.

Notice of change of name or abode or of marriage of shareholders.

25. Any shareholder who shall change his name or place of abode or who, being a female, shall marry, shall not be entitled to recover any dividend, or to vote until notice of the change of name or abode or marriage be given to the Company, in order that the same may be registered.

Rights of member.

26. No persons shall exercise any rights or privileges of a member until he shall have paid all calls and all other moneys for the time being due on every share held by him or due on any account or in any manner whatsoever to the Company, provided that in the latter case the sum shall not be deemed to be due unless the Company has sent notice by post registered.

27. The Board may pay a commission after allotment not exceeding 2 as. per share out of the paid up Capital in consideration of persons or Companies subscribing or agreeing to subscribe shares in lots of not less than 1,500 shares and of persons or Companies procuring or agreeing to procure subscriptions for shares to any extent.

VI. Certificates.

Certificates.

28. The certificates of title to shares shall be issued under the seal of the Company, and signed by two Directors, and countersigned by the Secretaries and Engineers.

Member's right to certificate.

29. Every member shall be entitled to one certificate, for all the shares registered in his name, or to several certificates, each for one or more of such shares. Every certificate of shares shall specify the number and denoting numbers of the shares in respect of which it is issued and the amount paid up thereon.

As to the issue of new certificate.

30. If any certificate be worn-out or defaced, then upon the production thereof to the Directors, they may order the same to be cancelled. and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate. For every certificate issued under this clause there shall be paid to the Company the sum of one Rupee, or such smaller sum as the Directors may determine.

To which of Joint-holders certificate to issue.

31. The certificates of shares registered in the names of two or more persons shall be delivered to the person first named on the Register or to the person duly notified as per clause 21 above.

Endorsement on certificate.

32. Every endorsement upon the certificate of any share in favour of any transferee thereof shall be signed by the Secretaries and Engineers or by some other person for the time being duly authorised by the Directors in that behalf.

New certificate to be issued when certificate filled up.

33. In the event of a certificate being filled up with endorsements and a further transfer of shares to which it refers being made or required, a new certificate, shall be issued on payment of a fee of Rupee one, or any less sum which the Directors may from time to time fix for every share in respect of which a certificate is applied for.

VII. Calls

Board may make further calls in respect of amount unpaid on shares.

34. The Directors may from time to time, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively, and not by these presents made payable at a fixed time, and each member shall pay the amount of every call, so made on him to the persons and at the times and places appointed by the Directors.

When call deemed to have been made.

35. A call shall be deemed to have been made at the time when the Resolution of the Directors authorising such call was passed.

Notice of call.

36. Fourteen days' notice of any call shall be given specifying the time and place of payment, and to whom such call shall be paid, either by advertisement or by written notice sent to the respective registered addresses of shareholders through post or by messenger.

Extension of time for payment of call.

37. The Directors may, from time to time, at their discretion, extend the time fixed for the payment of any call and may extend such time as to all or any of the shareholders whom from residence at a distance or from other cause, the Directors may deem fairly entitled to such extension. But no shareholders shall be entitled to any such extension except as a matter of grace and favour.

When interest on call payable.

38 If the sum payable in respect of any call be not paid on or before th day appointed for payment thereof, the holder for the time being of the shares in respect of which the call shall have been made, shall pay interest for the same at the rate of nine per cent, per annum from the day appointed for the payment thereof to the time of the actual payment, or at such other rate as the Directors may determine, and all expenses that may have been incurred by the Company by reason of such non-payment.

Evidence in action for call.

39. On the trial or hearing of any action brought by the Company against any member or his representatives for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member is entered in the register as the holder or one of the holders of the shares in respect of which such debt accrued; that the Resolution making the call is duly recorded in the Minute Book; and that notice of such call was duly given to the member or his representatives in pursuance of these presents; and it shall not be necessary to prove the appointment of the Directors who made such call nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

Partial payment not to preclude forfeiture.

40. Neither the receipt by the Company of a portion of any money which shall, from time to time, be due from any member to the Company in respect of his shares either by way of principal or interest nor any indulgence granted by the Company in respect of the payment of any such money shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.

Payment of call in advance.

41. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the money due upon the shares held by him beyond the sums actually called for; and upon the money so paid in advance or so much thereof as from time to time exceeds the amounts of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the member paying such sum in advance and the Directors agree upon.

Money due to shareholders from Company.

42. Any money due from the Company to a shareholder may without the consent of such shareholder, be applied by the Company in or towards payment of any money due from him to the Company for calls or otherwise.

VIII. Forfeiture & Lien.

If call not paid notice may be given.

43. If any member fail to pay any money due from him in respect of any call, on or before the day appointed for the payment of the same, or any such extension thereof as aforesaid, or any interest in respect of such call, and any expenses that may have been incurred thereon by the Company by reason of such non-payment, the Directors, or any person authorised by them for that purpose may at any time thereafter during such time as such moneys remain unpaid, give notice to such member or to his legal representatives, either by advertisement or by writing sent to the registered address of such member through post or by messenger, requiring payment of the money payable in respect of such share, call or interest and expenses incurred thereon.

Form of notice.

44. The notice shall name a day (not being less than fourteen days from the date of the notice,) and a place or places on and at which such call and such interest and expenses aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which the call was made will be liable to be forfeited.

45 If the requisitions of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given may, at any time thereafter, before payment of all calls, interest and expenses due in respect thereof, be forfeited by a Resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture

If notice, not complied with, shares may be forfeited.

46. When any share shall have been so forfeited notice of the Resolution shall be given to the member in whose name it stood, immediately prior to the forfeiture, and any entry of the forfeiture, with the date thereof, shall forthwith be made in the Register.

Notice after forfeiture.

47. Any share so forfeited shall be deemed to be the property of the Company, and may at any time thereafter be sold, re-allotted, or otherwise disposed of, to the original holder thereof or to any other person, and either by public auction or by private sale, upon such terms and in such manner as the Directors shall think fit.

Forfeited share to become property of Company.

48. Any member whose shares have been forfeited shall, notwithstanding, be liable to pay, and shall forthwith pay to the Company all calls, interest and expenses, owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon, from the time of forfeiture until payment at nine percent, per annum and the Directors may enforce the payment thereof if they think fit.

Arrears to be paid notwithstanding forfeiture.

49. A certificate in writing under the hands of two Directors, that the call in respect of a share was made or, as the case may be, interest or costs in respect of a call were payable and notice thereof was given but not complied with, and that the forfeiture of the share was made by a Resolution of the Directors to that effect, shall be sufficient evidence of the facts stated therein as against all persons entitled to or interested in such share, and such declaration and the receipt of the Company for the price of such share shall constitute a good title to such share, and a certificate such as is specified in clause 28 of these Articles shall be delivered to the purchaser, and thereupon he shall be deemed the holder of such share discharged from all calls due prior to such purchase, and he shall not be bound to see to the application of the purchase money, nor shall his title to the share be affected by any irregularity in the proceedings in reference to such forfeiture or sale.

Certificate of forfeiture.

50. In the meantime, and until any share so forfeited shall be sold, re-allotted, or otherwise dealt with as aforesaid, the forfeiture thereof may, at the discretion and by a Resolution of the Directors, be remitted as a matter of grace and favour, and not as of right, on payment to the Company of the money which was owing thereon to the Company at the time of forfeiture thereof being declared, with interest for the same up to the time of the actual payment, if the Directors shall think fit to receive the same, or on any other terms which the Directors may deem reasonable; but notwithstanding such forfeiture, and any subsequent dealing by or on behalf of the Company with the shares which may be the subject thereof, the money which was so owing shall continue to be payable by the person who was liable to pay the same at the time of forfeiture, or his representatives and may be recovered from him or them by the Company accordingly by action, suit, or otherwise without entitling such person or his representatives to any remission of such forfeiture or compensation for the same, unless the Directors shall think fit to make compensation, which they shall have full power to do in such manner and on such terms on behalf of the Company as they shall think fit.

Forfeiture may be remitted; arrears recoverable notwithstanding forfeiture.

Directors may accept surrender of shares.

51. The Directors may at any time accept the surrender of any share from or by any shareholder desirous of surrendering on such terms as the Directors may think fit, provided that the Directors shall not have power to purchase the share of any member with the money of the Company and the share surrendered shall be sold, re-allotted or otherwise dealt with in the same manner as a forfeited share.

Company's lien on shares.

52. The Company shall have a first and paramount lien upon all the shares registered in the name of each member (whether solely or jointly with other), and upon the proceeds of the sale thereof, for his debts, liabilities. and engagements, solely or jointly with any other person, to or with the Company whether the period for the payment, fulfilment, or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created except upon the footing and condition that clause 24 is to have full effect. And such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of share shall operate as a waiver of the Company's lien, if any, on such shares.

Enforcing lien by sale.

53. For the purpose of enforcing such lien, the Directors may sell the shares subject thereto in such manner as they think fit; but no sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such member, his heirs, executors or administrators, and default shall have been made by him or them in the payment, fulfilment, or discharge of such debts, liabilites, or engagements for seven days after such notice.

Application of proceeds of sale.

54. The net proceeds of any such sale shall be applied to or towards satisfaction of the debts, liabilities, or engagements and the residue (if any) paid to such member, his heirs, executors, administrators or assigns.

Validity of sale.

55. Upon any sale after forfeiture or surrender or for enforcing a lien in purported exercise of the powers herein before given, the Directors may cause the purchaser's name to be entered in the Register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered on the Register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

IX. Transfer and Transmission.

Register of transfers.

56. The Company shall keep a book, to be called the "Register of Transfers" and therein shall be fairly and distinctly entered the particulars of every transfer or transmission of any share in the Company.

Form of transfer.

57. Shares in the Company shall be transferred by an instrument in writing, in such form as shall from time to time have been approved of by the Directors, and until any other form shall have been so approved of, in the form following or as near thereto as circumstances will admit.

I, of in consideration of the sum of Rs. paid to me by of do hereby transfer to the said share numbered standing in my name in the books of "The Mangalore Electric Supply Company Limited" to hold unto the said his executors administrators, and assigns subject to the

several conditions on which I held the same immediately before the execution hereof; and I the said do hereby agree to take the said share subject to the conditions aforesaid.

As Witness our hands the day of 192
Witness:—

Execution of transfer.

58. Every such instrument of transfer shall be signed both by the transferor and the transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register in respect thereof.

Transfer to be left at office.

59. Every instrument of transfer shall be left at the office for registration, accompanied by the certificates of the shares to be transferred and such other evidence as the Company may require to prove the title of the transferor, or his right to transfer the shares; and all instruments of transfer which shall be registered shall be retained by the Company.

When Transfer Book & Register may be closed.

60. The transfer Book and Register of Members may be closed during such time, as the Directors, think fit, not exceeding in the whole thirty days in each year.

Notice of intended sale to be given to Board.

61. Any shareholder intending to dispose of his share or shares in the Company to any person whomsoever shall in the first instance, send to the Secretaries and Engineers a printed or written notice stating what share or shares the shareholder is desirous of disposing of, the name, address and description of the person or persons, proposing to purchase the same, and the amount actually and bonafide offered for the purchase. Provided that the Board may in their discretion waive compliance with this Article either wholly or in particular cases.

Board may refuse to register transfers.

62. The Board may, at their absolute and uncontrolled discretion, decline to register or acknowledge any transfer of shares, and shall not be bound to give any reason for such refusal, and in particular may so decline in respect of shares upon which the Company has a lien.

Transmission of Registered shares.

63. The executor or administrator of a deceased shareholder, whether European, Parsee, Hindu, Mahomedan, or otherwise (not being one of several joint-holders), shall be the only person recognised by the Company as having any title to the shares registered in the name of such shareholder. The Company shall not be bound to recognise such executor or administrator unless he shall have first obtained Probate or Letters of Administration, or other legal representation as the case may be, from a duly constituted, Court or Authority in British India. Provided that in any case where the Board in its absolute discretion thinks fit, the Board may dispense with production of Probate or letters of Administration or such other legal representation, and under the next Article register the name of any person, who claims to be absolutely entitled to the shares standing in the name of a deceased shareholder as a shareholder, upon such terms as to indemnity or otherwise as the Directors may deem meet.

As to transfer of shares of deceased or bankrupt members.

64 Subject to the provisions of the last preceding Article, any person becoming entitled to shares in consequence of the death or bankruptcy of any shareholder, or the marriage of any female shareholder, or by lawful means other than by a transfer in accordance with these presents upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, may with the consent of the Directors (which they shall not be under any obligation to give), be registered as a member in respect of such shares, or may subject to the regulations as to transfers hereinbefore contained, transfer such shares.

Conditions of registration of transmission.

65. Every transmission of share shall be verified in such manner as the Directors may require, and the Company may refuse to register any such transmission until the same be so verified.

Fee on transfer or transmission.

66. There shall be paid to the Company in respect of the transfer or transmission of any number of shares to the same party the sum of four annas per share.

Company not liable for disregard of notice prohibiting registration of transfers.

67. The Company shall incur no liability or responsibility whatever in consequence of their registering or giving effect to any transfer of shares made, or purporting to be made, by an apparent legal owner thereof to the prejudice of persons having or claiming any equitable right, title or interest to or in the same shares, notwithstanding that the Company may have had notice of such equitable right, title or interest, or notice prohibiting registration of such transfer and may have entered such notice, or referred thereto, in any book of the Company; and the Company shall not be bound to require to attend or give effect to any notice which may be given to them of any equitable right, title or interest, or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered or referred to in some book of the Company; but the Company shall nevertheless be at liberty to regard and attend to any such notice, and give effect thereto, if the Directors shall so think fit.

Copies of memorandum and Articles of Association to be furnished by Directors.

68. Copies of the Memorandum and Articles of Association shall be furnished by the Directors to every shareholder, at his request in writing, on payment of the sum of one Rupee for each copy.

X. Conversion of shares into stock.

Conversion of shares into stock.

69. The Directors may, with the sanction of a General Meeting, convert any paid up shares into stock.

Transfer of stock.

70. When any shares have been converted into stock, the several holders of such stock may, thenceforth, transfer their respective interests therein, or any part of such interests, in the same manner and subject to the same regulations as and subject to which shares in the Company's Capital may be transferred or as near thereto as circumstances will admit.

Right of stock holders.

71. The stock shall confer on the holders thereof respectively the same privileges and advantages as regards participation in profits and voting at meetings of the Company and for other purposes, as would have been conferred by shares of equal amount in the Capital of the Company, but so that none of such privileges or advantages except the participation in profits of the Company shall be conferred by any such aliquot part of consolidated stock, as would not, if existing in shares, have conferred such privileges or advantages. And, save as aforesaid, all the provisions herein contained shall, so far as circumstances will admit, apply to stock as well as to shares. No such conversion shall affect or prejudice any preference or other special privilege. The Company may, at any time, reconvert any stock into paid up shares of any denomination.

XI. Borrowing Powers.

Power to borrow.

72. The Directors may, subject to the provisions of the said Act, from time to time at their discretion, raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company on the property, assets or revenue of the Company present or future.

Conditions on which moneys may be borrowed.

73. The Directors may raise or secure the payment or repayment of such monies in such manner and upon such terms and conditions in all respects as they think fit, and in particular, by the issue of debentures or debenture stock of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled Capital, for the time being.

74. Debentures, debenture stock, and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued. Securities assignable free from equities.

75. Any debentures, debenture stocks, bonds or other securities may be issued at a discount, premium, or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting, at General Meetings of the Company, appointment of Directors and otherwise. Issue at discount &c or with special privileges.

76. The Directors shall cause a proper Register to be kept, in accordance with section 123 of the Company's Act, of all mortgages and charges specifically affecting the property of the Company. Register of mortgages to be kept.

77. If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Directors may, by instrument under the Company's seal, authorise the person in whose favour such mortgage or security is executed, or any other person, in trust for him, to make calls on the members in respect of such uncalled capital, and the provisions hereinbefore contained in regard to calls shall, *mutatis mutandis*, apply to calls made under such authority and such authority may be made exercisable either conditionally or unconditionally, and either presently or contingently, and either to the exclusion of the Director's power or otherwise, and shall be assignable if expressed so to be. Mortgage of uncalled capital.

XII. General Meetings.

78. All General Meetings, whether Ordinary or Extraordinary, shall be held at the registered office of the Company or other premises of the Company or at any convenient place in Mangalore as the Directors may think fit. Meetings of shareholders where to be held.

79. The first Ordinary General Meeting shall be held at such time within one year from the registration of the Company, and at such place as the Board may determine. First ordinary General Meeting.

80. Subsequent Ordinary General Meetings shall be held once at least in every year, and oftener, whenever the Directors shall pass a resolution to the effect, at such time and place in Mangalore as the Directors shall from time to time determine. Subsequent Ordinary General Meetings.

81. The Directors may convene an Extraordinary General Meeting of the Company whenever they think fit. Extraordinary General Meetings.

82. The Directors may wherever they think fit, and they forthwith shall, on the requisition of holders of not less than one-tenth of the issued Capital of the Company upon which all calls or other sums then due have been paid, proceed to convene an Extraordinary General Meeting of the Company and in the case of such requisition, the following provisions shall have effect:—

(1) The requisition must state the objects of the Meeting and must be signed by the requisitionists and deposited at the Office, and may consist of several documents in like form each signed by one or more requisitionists.

(2) If the Directors of the Company do not proceed to cause a Meeting to be held within twenty-one days from the date of the requisition being so deposited, the requisitionists or a majority of them in value may themselves convene the Meeting, but any Meeting so convened shall not be held after three months from the date of the deposit.

(3) If at such meeting a resolution requiring confirmation at another Meeting is passed, the Directors shall forthwith convene a further

Extraordinary General Meeting for the purpose of considering the resolution, and if thought fit, of confirming it as a special resolution; and if the Directors do not convene the Meeting within 21 days from the date of the passing of the first resolution, the requisitionists or a majority of them in value may themselves convene the Meeting.

When three shareholders may convene a meeting.

83. In the event of there being no Director, or in the event of the Board of Directors being incapable to act by reason of the number of Directors being reduced below the minimum fixed by clause 111 hereof, and if the Directors shall neglect or fail to fill up any vacancy or vacancies to make up the said minimum, any three shareholders, entitled for the time being to vote at a Meeting of the Company, shall be entitled to convene an Extraordinary General Meeting of the Company, as also any Meeting for the purpose of confirming any resolution passed at such Extraordinary General Meeting. The provisions of clause 81 hereof shall not apply to any such Extraordinary General Meeting.

Seven days' notice of the meeting to be given.

84. Seven days' notice at least of every meeting, Ordinary or Extraordinary and by whomsoever convened, specifying, the day, place and hour of Meeting, and the objects and business of the Meeting shall, in the discretion of the Directors or other persons convening such Meeting, be given either by advertisement in one English or one Vernacular newspaper published in Mangalore or by notice sent by post or otherwise to the registered address of every shareholder whose registered address is in the Presidency of Madras, or, if the Directors or other conveners think fit both by advertisement and by notice as aforesaid; and no business other than such as is specified in such notice shall be transacted thereat. With the consent in writing of all the members a Meeting may be convened by a shorter notice, and in any manner they think fit.

By whom notice to be signed.

85. Every such notice shall be signed by the Secretaries and Engineers of the Company or by such other Officer or Officers of the Company as the Directors may appoint, except in case of a Meeting convened by shareholders in accordance with these presents, in which case the notice may be signed by the shareholders convening the same.

Omission to give notice not to invalidate resolution passed.

86. The omission to give any such notice to any of the shareholders shall not by itself invalidate any resolution passed at any such Meeting.

Two meetings convened by one notice.

87. Where it is proposed to pass a special resolution the two Meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second Meeting contingently on the resolution being passed by the requisite majority at the first Meeting.

XIII. Proceedings at General Meetings

Business requiring and not requiring notification.

88. Every Ordinary General Meeting shall be competent without special notice having been given of the purpose for which it is convened or of the business to be transacted thereat, to elect a Chairman (in the absence of the Chairman of the Board), to receive, discuss, and pass resolutions, regarding any matters mentioned in the report of the Directors and any accounts presented thereat by the Directors, and to declare dividends, and to elect Directors retiring in rotation and Auditors and, (save as herein otherwise provided), to fix the remuneration of Auditors, and shall also be competent to enter upon, discuss and transact any business whatever of which special mention shall have been given in the notice or notices upon which the Meeting was convened.

Notice of which business to be given.

89. With the exceptions mentioned in the foregoing Article, as to the business which may be transacted at any Ordinary General Meeting without notice, no

General Meeting, Ordinary, or Extra-ordinary, shall be competent to enter upon discuss, or transact any business which has not been specially mentioned in the notice or notices upon which it was convened.

Quorum to be present.

90. No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a Report of the Directors, unless there shall be present in person or by proxy five or more shareholders at the commencement of the business.

If quorum not present Meeting to be dissolved or adjourned.

91. If, at the expiration of half an hour from the time appointed for the Meeting, a quorum is not present, the Meeting if convened by or upon the requisition of shareholders, shall be dissolved, but in any other case it shall be adjourned to such other time and day and at such place in Mangalore as the Chairman to be selected by the Meeting after the expiration of the aforesaid period may determine, and if no such time and place be determined, to the same day in the next week, at the same time, and place and if at such adjourned Meeting a quorum is not present, those shareholders, who are present, whatever their number or the amount of the shares held by them, shall be a quorum, and may transact the business for which the Meeting was called.

Chairman of Directors to be Chairman of General Meeting.

92. The Chairman (if any) of the Board of Directors, shall, if willing, preside as Chairman at every General Meeting, whether Ordinary or Extra-ordinary; but if there be no such Chairman, or in case of his absence or refusal some one of the Directors (if any be present) shall be chosen to be Chairman of the Meeting, and if the Chair be not taken by the Chairman of the Board or by a Director at the expiration of half an hour from the time appointed for holding the Meeting, or if before the expiration of that time all the Directors shall decline to take the Chair, the shareholders present shall choose one of their own members to be Chairman of the Meeting.

Business confined to election of Chairman while chair vacant.

93. No business shall be discussed at any General Meeting except the election of a Chairman whilst the Chair is vacant.

Chairman with consent may adjourn meeting.

94. The Chairman may with the consent of a majority of shareholders personally present at any Meeting adjourn the same from time to time and from place to place in Mangalore but no business shall be transacted at any adjourned Meeting, other than the business left unfinished at the Meeting from which the adjournment took place, unless a notice shall be given.

Motion how decided.

95. Every question submitted to a Meeting shall be decided in the first instance by a show of hands, and, in the case of an equality of votes, the Chairman, shall both on the show of hands and at a poll (if any), have a casting vote in addition to the vote or votes to which he may be entitled as a member.

Questions at General Meetings how decided.

96. At any General Meeting, unless a poll is demanded in the case of a special or extraordinary resolution by at least three persons entitled to vote, or in any other case by at least three members, or by a member or members holding or representing by proxy or entitled to vote in respect of at least one-tenth part of the Capital, a declaration by the Chairman that a resolution has been carried, or carried by a particular majority or lost, or not carried by a particular majority thereat upon a show of hands and an entry to that effect in the Book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. Any demand for a poll shall be made in the following or similar terms.

We, the undersigned shareholders of "The Mangalore Electric Supply Company, Limited," hereby demand that the votes of this day's Meeting on the undermentioned propositions submitted to it may be taken by poll,

Dated this day of 19

Poll to be taken if demanded.

97. If a poll be duly demanded, the same shall be taken at such time and place in Mangalore and either by open voting or by ballot, as the chairman shall direct, and the result of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded. Two scrutineers shall be appointed by the Chairman from amongst those present at the Meeting at which the poll is demanded; but in the event of no one accepting the post, the Chairman shall be the scrutineer. The demand for a poll may be withdrawn.

In what cases poll not be demanded.

98 No poll shall be demanded on the election of a Chairman of a Meeting or on any question of any adjournment.

Demand for poll not to prevent continuance of meeting.

99. The demand for a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which a poll has been demanded.

XIV. Votes of Members.

Votes of members.

100. On a show of hands every member present in person shall have one vote and upon a poll every member present in person or by proxy shall have one vote for every 5 ordinary shares or every 25 consumers' shares held by him.

Votes in respect of shares of deceased and bankrupt members.

101. Any person entitled under clause 63 to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before the time of holding the Meeting or adjourned Meeting as the case may be, at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares or the Directors shall have previously admitted his right to vote at such Meeting in respect thereof.

How members *non compossmentis* or minors may vote,

102. If any shareholder be a lunatic, idiot, or non-compossmentis, the vote in respect of his share or shares shall be by his committee or other legal guardian; and if any shareholder be a minor, the vote in respect of his share or shares shall be by his guardian, or any one of his guardians, if more than one, to be selected in case of dispute by the Chairman of the Meeting in case no guardian has been registered in the register of the Company or has been accepted as such by the Board.

Joint-holders.

103. Where there are joint registered holders of any share, the member whose name stands first on the Register, and no other shall be entitled to speak and vote in respect of such share either personally or by proxy; but the other or others of the joint-holders shall be entitled to be present at the General Meeting but shall not have the right to speak or vote. Several executors or administrators of a deceased member in whose name shares stand shall for the purposes of these articles be deemed joint-holders thereof

Proxies permitted.

104. Subject to the provisions of these Articles votes may be given either personally or by proxy.

Instrument of proxy.

105. The instrument appointing a proxy shall be in writing, under the hand of the appointer, or of his attorney, or, if such appointer is a corporation, under its common seal, or the hand of its attorney, and shall be attested by one or more witnesses. Any Committee or guardian may appoint such proxy.

Qualification of proxy.

106. A proxy need not be a member at the time of the appointment, but he must be a member, and qualified to vote as such, at the time of his being present at any Meeting, or tendering his vote as proxy save that a corporation being a member of the Company may appoint as its proxy one of its officers though not a member of the Company, in which case such proxy shall have a vote

on the show of hands as also on poll being taken as if he were a member of the Company.

Deposit of instrument of appointment

107. No person shall act as proxy unless the instrument of his appointment and the power of attorney, if any, under which it is signed, shall be deposited at the Registered Office of the Company not less than forty-eight hours before the time for holding the Meeting or adjourned Meeting as the case may be, at which he proposes to vote.

Form of special Proxy.

108. The instrument appointing a special proxy shall be in the following form:—

FORM OF SPECIAL PROXY.

I, of being a shareholder of "The Mangalore Electric Supply Company, Ltd., do hereby appoint to be my proxy to vote for me at the Ordinary or Extraordinary General Meeting of the Company, to be held on the day of 19 , and at any adjournment thereof.

As witness my hand this day of 19

Signed by the said
in the presence of.....

Form of general Proxy.

109. The instrument appointing a general proxy shall be in the following form:—

I, of being a shareholder of "The Mangalore Electric Supply Company, Ltd., do hereby appoint to be my proxy to vote for me at every Ordinary and Extra-ordinary General Meeting whether adjourned or otherwise of the said Company. The proxy shall remain in force until the same shall be revoked and notice of such revocation be given in writing by me to the said Company.

As witness my hand this day of 19

Signed by the said
in the presence of .....

When vote by proxy valid, though authority revoked

110. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy or transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, revocation, or transfer shall have been received at the office before the meeting.

No member entitled to vote, etc., while call due to Company.

111. No Member present shall be entitled to speak or to vote on any question, either personally or by proxy or as proxy for another member, at any general meeting, or upon a poll or be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such member; and no member shall be entitled to be present or to vote in respect of any share that he has acquired by transfer at any meeting held after the expiration of six months from the registration of the Company, unless he has been a duly registered holder of the shares in respect of which he claims to vote for at least one month previously to the time fixed for holding the Meeting at which he proposes to vote, or (if such Meeting be an adjourned Meeting) to the time originally fixed for holding the same provided that this

condition shall not apply to the original holders of shares. This condition as to the time of possession shall not apply to a member who is registered as such by reason of his being the executor or administrator of a deceased shareholder, who, if living, would have been entitled to vote.

XV. Directors.

Number of Directors.

112. The number of Directors shall not be less than four and not more than fifteen, including the Ex-Officio Directors. All acts *bonafide* done by the Directors on behalf of the Company prior to the registration of these Articles are hereby ratified and confirmed by the Company.

Directors Ex-Officio.

113. During such time as the Firm of Messrs. J. Z. Saldhana & Co., or the successors in business of that Firm shall be the Secretaries and Engineers of the Company, two Members of that firm shall be Ex-Officio Directors of the Company. The right conferred by this Article shall not be determined by any change in the name or style of the said Firm.

Directors.

114. The first Directors of the Company are the following and they shall hold office for 5 years from this date and thereafter till their successors are duly appointed and the provisions relating to the retirement of Directors by rotation shall not come into operation till after the lapse of above 5 years.

1. Rao Bahadur N. Subba Rao Avl.
2. Nellikai Venkat Rao Esq.
3. J. Z. Saldanha Esq.
4. A. Soans Esq.
5. T. Ananthaya Esq.
6. F. P. S. Albuquerque Esq.
7. Michael Alvares Esq.
8. J. P. Rego Esq.
9. N. S Padbidri Esq.

Power of Directors to appoint additional Directors.

115. The Directors shall have power from time to time and at any time to appoint any other qualified person to be a Director, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors, shall not at any time exceed the maximum number fixed as above. But any Directors so appointed shall hold office only until the next following Ordinary General Meeting of the Company, and shall then be eligible for re-election.

Qualification of Directors.

116. The qualification of every Director (including the Ex-Officio Directors) shall be the holding of at least 300 ordinary shares registered in his name

Remuneration of Directors.

117. The remuneration of every Director (including the Ex-Officio Directors) shall be Rupees Five, or such other sum as the Directors may from time to time fix, for every Meeting of the Directors attended by him.

Extra remuneration when payable.

118. The Board may allow and pay to any Director who is not a *bonafide* resident of Mangalore and who shall come to Mangalore for the purpose of

attending a Meeting, such sum as the Board may consider fair compensation for his expenses and loss of time in connection therewith, in addition to his fee for attending such Meeting as above specified. The Board may also from time to time fix the remuneration to be paid to any members of their body constituting a Committee, appointed by the Board in terms of these Articles and may pay the same.

Directors may act notwithstanding vacancy.

119. The continuing Directors may act notwithstanding any vacancy in their body; but so that if the number falls below the minimum above fixed the Directors shall not, except for the purpose of filling vacancies, act so long as the number is below the minimum.

When office of Directors vacated.

120. The office of a Director shall *ipso facto* be vacated:—

(*a*) If he accepts or holds any other office or place of profit under the Company, except that of Secretaries and Engineers; but the position of a trustee of a deed for securing debentures or debenture stock of the Company, Solicitor, or Banker, is not to be considered an Office or place of profit

(*b*) If he files a petition in insolvency or becomes bankrupt or is adjudicated insolvent, or suspends payment, or compounds with his creditors.

(*c*) If he is found lunatic or becomes of unsound mind.

(*d*) If he ceases to hold the required number of shares or stock to qualify him for office.

(*e*) If he, not being an Ex-Officio Director, is absent for more than 6 consecutive Meetings of the Directors or during a period of six successive calendar months, whichever period is greater without special leave of absence from the Directors.

(*f*) If without observing the conditions laid down under clause 121 below he is concerned or interested or participates in the profits of any contract with or work done for the Company; but no Director shall be liable to vacate his Office by reason of his being a member or Director of any Company which has entered into contracts with or done any work for this Company, or which is concerned in or participates in the profits of any contract with the Company *Nevertheless* he shall not vote in respect of any contract in which he is interested.

(*g*) If by notice in writing to the Company he resigns his office.

Directors may contract with Company.

121. No Director shall be disqualified by his Office from contracting with the Company either as vendor, purchaser, or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be any way interested, be avoided nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but it is declared that the nature of his interest must and shall be disclosed by him at the Meeting of the Directors at which the contract or arrangement is determined upon, if his interests then exist, or in any other case at the first meeting of the Directors after the acquisition of his interest, and that no Director shall as a Director vote in respect of a contract or arrangement in which

he is interested as aforesaid and if he do so vote, his vote shall not be counted; but this prohibition shall not apply to the Agreement mentioned in clause 4 hereof or to any matters arising thereout or to any contract by or on behalf of the Company to give to the Directors or any of them any security for advances or by way of indemnity or to a settlement or set off of cross claims. A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in any subsequent transactions with such firm or company, shall be sufficient disclosure under this clause, and after such general notice it shall not be necessary to give any special notice relating to any particular transactions with such firm or company.

XVI. Rotation of Directors.

Rotation and retirement of Directors.

122. At the Ordinary General Meeting of the Company, held next after the lapse of 5 years from the registration of the Company and at every succeeding Ordinary General Meeting, one-third of the number of Directors excluding the Ex-Officio Directors, or if the number is not a multiple of three, then the number nearest to, but not exceeding one-third, shall retire from office. This Article shall not apply to the Ex-Officio Directors.

Which Directors to retire.

123. The Directors to retire at the above Ordinary General Meeting of the Company shall, unless the Directors agree among themselves, be determined by lot. At every succeeding Ordinary General Meeting the Directors who have been longest in office shall retire. As between two or more who have been in office an equal length of time the director to retire shall in default of agreement between them be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment where he has previously vacated office. A retiring Director shall be elegible for re-election.

Company to appoint successors.

124. The Company at any General Meeting at which any Director retires in manner aforesaid shall fill up the vacated office by electing a person to be a Director; provided that it shall not be obligatory upon the Company to fill up any vacancy or vacancies not necessary to be filled up in order to make up the minimum number of Directors required under Article III.

Retiring Directors to remain in office till successor appointed.

125. If at any General Meeting at which an election of Directors ought to take place, the place of any retiring Director is not filled up, such Director shall, if willing, continue in office until the next Ordinary General Meeting in the next year, and so on from year to year until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors, or to leave any vacancy unfilled.

Power to remove Director by extraordinary resolution

126. The Company may by special resolution remove any Director other than the Ex-officio Directors before the expiration of his period of office, and appoint another qualified person in his stead; the person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held the same if he had not been removed.

When candidate for office of Director must give notice.

127. No person not being a retiring Director, shall unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting, unless he or some other member intending to propose him, has, at least ten clear days before the Meeting, left at the office of the Company a notice in writing duly signed signifying his candidature for the Office, or the intention of such member to propose him.

XVII. Procedure of Directors

Meetings of Directors.

128. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their Meetings and Proceedings, as they think fit, and may determine the quorum necessary for the transaction of business. Until otherwise determined, three Directors shall be a quorum

Any Director may summon meeting.

129. A Director may at any time, and the Secretaries & Engineers shall, upon the request of a Director, convene, a Meeting of the Directors. It shall not be necessary to give notice of a meeting of the Directors to a Director at any address outside India.

How questions at Board Meetings decided.

130. Questions arising at any Meeting shall be decided by a majority of votes, and in case of an equality of votes, the Chairman shall have a second or casting vote.

Chairman, when Chairman absent at meeting

131. The Directors may elect a Chairman of their Meetings and determine the period for which he is to hold office; but if no such Chairman is elected or if at any Meeting the Chairman is not present at the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such Meeting.

Power of Q

132. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions by or under the Article of the Company not expressly vested in or exercisable by the general body of shareholders.

Power to appoint Committee.

133. The Directors may delegate any of their powers to the Secretaries and Engineers or to Committees consisting of such member or members of their body as they think fit, and they may from time to time revoke modify and discharge any such committee either wholly or in part, and either as to persons or purposes. The Secretaries and Engineers and any Committee so formed shall, in exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon them, or it, by the Directors; all acts done by the Secretaries and Engineers, or any such Committee in conformity with such regulations and in fulfilment of the purpose of their appointments, but not otherwise, shall have the like force and effect as if done by the Board.

Proceedings of Committee

134. The Meetings and Proceedings of any such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the Meetings and Proceedings of the Directors, so far as the same are applicable thereto, and are not superseded by any regulations made by the Directors under the last preceding clause.

When acts of Director or Committee valid notwithstanding, defective appointment, &c.

135. All acts done by any Meeting of the Directors, or by a Committee of Directors, or by any person acting as a Director, shall, notwithstanding that it shall afterwards be discovered that there was any vacancy in the Board or Committee or some defect in the appointment of such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if no such vacancy existed and as if every such person had been duly appointed and was qualified to be a Director.

Resolution without Board Meeting valid.

136. A resolution in writing, signed by all the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

Remuneration for extra service

137. If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing abroad, or

otherwise for any of the purposes of the Company, the Company may remunerate the Director so doing, either by a fixed sum or by a percentage of profits or otherwise as may be determined by the Directors and such remuneration may be either in addition to or in substitution for his remuneration above provided.

Minute

138. The Board shall cause Minutes to be made in Books provided for the purpose:—

(*a*) Of all appointments of Officers.

(*b*) Of the names of the Directors present at each Meeting of the Directors and of any Committee of Directors.

(*c*) Of all orders made by the Directors and Committees of Directors.

(*d*) Of all Resolutions and Proceedings of General Meetings and of the Meetings of the Directors and Committees.

Signature of minutes and effect thereof

139. All such minutes of any Meeting of the Directors, or of any Committee, or of the Company shall be signed by the person or any of the persons who shall have presided as Chairman at the Board Meeting, or the Committee Meeting or the General Meeting at which the business minuted shall have been transacted, or by the person or one of the persons who shall preside as Chairman at the next ensuing Board Meeting or Committee Meeting or General Meeting, respectively, and all Minutes purporting to have been signed by any Chairman of any Board Meeting or Committee Meeting or General Meeting, respectively, shall for all purposes whatever be *prima facie* evidence of the matters stated in such minutes.

XVIII. Powers of Directors

Board to Manage all businesses.

140. The business of the Company shall be carried on and managed by the Board of Directors, and the Directors, in addition to the powers and authorities by these presents or otherwise expressively conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by the said Act expressly directed or required to be exercised or done by the Company in General Meeting, but subject nevertheless to the provisions of the said Act and these presents, and to any regulations from time to time made by the Company in General Meeting; provided that no regulation so made shall invalidate any prior Act of the Directors, which would have been valid if such regulation had not been made.

Powers of Directors.

141. Without prejudice to the general powers conferred by the last preceding clause, and the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers, that is to say:—

To pay preliminary expenses.

(*a*) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment, and registration of the Company.

To insure.

(*b*) To insure, upon such terms as they think fit, all or any of the buildings and other properties of the Company, and to repair, improve or rebuild the same, and to spend such sums of money towards that purpose as the Directors shall think fit.

To acquire property

(*c*) To purchase or otherwise acquire for the Company any property, rights or privileges, which the Company is authorised to acquire, at such price and generally on such terms and conditions, as they think fit.

(*d*) At their discretion, to pay for any property, rights, or privileges acquired by or services rendered to the Company, either wholly or partly in cash or in shares, bonds, debentures, or other securities of the Company, and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bond, debentures, or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled Capital, or not so charged. — To pay for property in debentures etc.

(*e*) To secure the fulfilment of any contracts or engagements entered into by the Company, by mortgage or charge of all or any of the property of the Company and its unpaid Capital for the time being, or in such other manner as they may think fit. — To secure contracts by mortgages.

(*f*) Without prejudice to the appointment of the Secretaries and Engineers, and to the position, rights and powers of such Secretaries and Engineers by virtue of the agreement entered into between them and the Company, to appoint, and at their discretion remove or suspend, such managers, secretaries, officers, clerks, agents and servants for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties and fix their salaries or emoluments and to require security in such instances and to such amount as they think fit. — To appoint officers &c.

(*g*) To authorise or empower the Secretaries and Engineers or other officers for the time being of the Company, to exercise and perform all or any of the powers, authorities, and duties, conferred or imposed upon the Directors by the Memorandum or Articles of Association subject to such restrictions and conditions if any as the Board may think proper. — Delegate powers.

(*h*) To accept from any member, on such terms and conditions as shall be agreed, a surrender of his shares or stock or any part thereof. — To accept surrender of shares.

(*i*) To appoint any person or persons, (whether incorporated or not), to accept and hold in trust for the Company any property belonging to the Company or in which it is interested, or for any other purposes, and to execute and do all such deeds and things as may be requisite in relation to any such trust, and to provide for the remuneration of such trustee or trustees. — To appoint trustees.

(*j*) To commence, institute, conduct, defend, compound, or abandon any legal proceedings by or against the Company, or its officers, or otherwise concerning the affair of the Company, and also to compound or allow time for payment or satisfaction of any debts, due to, and of any claims or demands by or against the Company, and to refer any differences to arbitration, and to observe and perform any awards made thereon. The Directors for the time being or any person duly authorised by them shall be entitled to make give sign and execute all and every warrant to sue or defend on behalf of the Company, and all and every submission to arbitration as may be requisite, and for the purposes aforesaid the Board of Directors shall be empowered to use their own names, on behalf of the Company or the names of any person or persons connected with the Company or duly authorised by the Directors and such person or persons whose name shall be so used shall be saved harmless and indemnified out of the funds and property of — To bring & defend actions etc.

the Company in respect of all costs and damages which he or they may incur or be liable to by reason of his or their names being so used as aforesaid, and such person or persons shall do nothing to prevent the Board of Directors, from effectually conducting and bringing to an issue any such action or suit.

To give receipts.

(*k*) To make and give receipts, releases and other discharges for money payable to the Company, and for the claims and demands of the Company.

To authorise acceptance etc.

(*l*) To determine who shall be entitled to sign on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts, documents, and deeds and to give the necessary authority for such purpose.

To appoint attorneys

(*m*) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and in particular to appoint any persons to be the attorneys or Agents of the Company with such powers (including powers to sub-delegate,) and upon such terms as may be thought fit.

To invest moneys.

(*n*) To invest the moneys of the Company not immediately required for the purposes thereof in such manner as they may think proper.

To give security by way of indemnity.

(*o*) To execute in the name and on behalf of the Company, in favour of any Director or other persons who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

To give percentage.

(*p*) To give to any person employed by the Company, a commission on the profits of any particular business or transaction, or a share in the general profits of the Company and such commission or share of profits shall be treated as part of the working expenses of the Company.

To give bonus.

(*q*) To give award, or allow any bonus, pension gratuity or compensation to any employee of the Company or his widow, children, or dependants, that may appear to the Directors just or proper, whether such employee, his widow, children or dependants have or have not a legal claim upon the Company.

To establish provident Fund.

(*r*) Before recommending any dividend, to set aside, such portion of the profits of the Company as they may think fit, to form a fund to provide for such pensions, gratuities or compensation; or to create any Provident or Benefit Fund in such manner as to the Directors may seem fit.

To establish reserve Fund.

(*s*) Before recommending any dividend, to set aside, from time to time a sum of money, (the amount whereof shall be in the discretion of the Board), out of net profits realised by the company and to place the same to any one or more of the following accounts and use the same, if necessary, for carrying on the business of the Company:—

1. Reserve Fund Account.
2. Fire Insurance Account.
3. Bad and Doubtful Debts Account.
4. Depreciation Fund Account.

Provided that the Directors shall be at liberty to use or apply the funds set apart by virtue of or in pursuance of the last preceding paragraph to the credit of the several accounts mentioned therein, (other than and except the funds set apart to the Fire Insurance Account which said last mentioned Account Fund shall be used or applied solely in or towards the objects for which that account was opened) either in or towards the objects for which the accounts therein mentioned are respectively opened or in the business of the Company, and that without being bound to keep the same separate from the other asset-

Reserve fund account may be applied towards meeting contingencies, equalising dividends, or for repairing, improving, and maintaining any of the property of the Company, and for such other purposes as the directors shall in their absolute discretion think conducive to the interests of the Company.

Fire Insurance Fund Account may be applied towards payment of premia upon any Policy or Policies of Insurance that may be effected by the Company, or towards making good to the Company, any loss the Company may have suffered by fire or accident to any portion of the property of the Company.

Bad Debt Account may be applied towards writing off any loss that may arise from bad debts.

To establish Local Board.

(*t*) From time to time and at any time to establish any Local Board for managing any of the affairs of the Company in any specified locality in India, or out of India, and to appoint any persons to be members of such Local Board, and to fix their remunerarion. And from time to time and at any time, to delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Directors other than their power to make calls and to authorise the members for the time being of any such Local Board or any of them, to fill up any vacancies therein and to act notwithstanding any vacancies any such appointment or delegation may be made on such terms, and subject to such conditions as the Directors may think fit, and the Directors may at any time remove any person so appointed and may annul or vary any such delegation.

To give powers of attorney.

(*u*) At any time and from time to time, by Power of Attorney under the seal of the Company, to appoint any person or persons to be the attorny or attorneys of the Company for such purposes and with such powers, authorities, and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as the Directors may from time to time think fit, and any such appointment may (if the Directors think fit) be made in favour of the members, or any of the members of any Local Board established as aforesaid or in favour of any Company or of the members, directors, nominees or managers of any Company or firm or otherwise in favour of any fluctuating body of persons, whether nominated directly or indirectly by the Directors, and any such Power of Attorney may contain such powers for the protection or convenience of persons dealing with such Attorneys as the Directors may think fit, and may contain powers enabling any such delegates or attorneys as aforesaid to sub-delegate all or any of the powers, authorities, and discretions for the time being vested in them.

To make contracts, etc.

(V) To enter into such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds and things, in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid, or otherwise for the purposes of the Company.

XIX Common Seal.

The common seal, its custody & use.

142. The Board shall provide a common seal for the purposes of the Company and shall have power from time to time to destroy the same and to substitute a new seal in lieu thereof, and shall provide for the safe custody of the seal for the time being, and it shall not be used except by the authority of the Board and in the presence of at least two Directors, who shall sign every instrument to which the seal is affixed.

Deeds how executed.

143 Every deed or other instrument to which the seal is required to be affixed shall be sealed in the presence of, and shall be signed by two Directors

XX. Management of Business.

Secretaries & Engineers.

144. The Officers through whom and with whose assistance the Board of Directors are to carry on the business of the Company under Article 139, shall be styled 'The Secretaries & Engineers'.

Firm of Messrs. J. Z. Saldhana & Co., appointed Secretaries & Engineers.

145. The Firm of Messrs. J. Z. Saldhana & Co., has been appointed Secretaries & Engineers of the Company for the period and upon the terms and conditions set out in the Agreement referred to in Article 4 hereof and that appointment is hereby confirmed by the Company.

General Management by Secretaries & Engineers.

146. The General Management of the business of the Company, subject to the control and supervision of the Directors, shall be in the person or persons for the time being constituting the said Firm, who shall have the power and authority on behalf of the Company, subject to such control and supervision, to make all purchases and sales and to enter into all contracts and to do all other things usual, necessary or desirable in the management of the affairs of the Company or in carrying out its objects and shall have power to appoint and employ, in or for the purposes of the transactions and management of the affairs and business of the Company, or otherwise for the purposes thereof, and from time to time to remove or suspend, managers, engineers, clerks and other employees as they shall think proper, with such powers and duties and upon such terms as to duration of employment, remuneration or otherwise as they shall think fit.

Signing receipts.

147. Receipts signed by the Secretaries and Engineers for any moneys or goods or property received in the usual course of business of the Company, or for any monies, goods or property, lent to, or payable or belonging to the Company, shall be effectual discharges on behalf of and against the Company for the moneys, goods or property which in such receipts shall be acknowledged to be received and the person paying any such money shall not be bound to see the application or be answerable for any misapplication thereof.

Signing cheques.

148. The Secretaries and Engineers shall also have power to recover and receive interest and dividends on Government Promissory Loan Notes, War bonds, and securities of all kinds belonging to the Company, and two of the Directors will be empowered to sign cheques on behalf of the Company and to operate on all banking accounts of the Company.

Legal proceedings.

149. The Secretaries and Engineers shall have power on behalf of the Company to institute, conduct, defend, compromise, refer to arbitration, or abandon all kinds of legal proceedings in which the Company may be concerned in such manner as they may think proper.

150 The Secretaries and Engineers are hereby authorised to sub-delegate all or any of the powers, authorities and discretions for the time being vested in them, and in particular from time to time to provide, by the appointment of an attorney or attorneys for the management and transaction of the affairs of the Company in any specified locality in such manner as they may think fit. Power to Sub-delegate.

XXI. Dividends

151. The Directors may, with the sanction of the Company in General Meeting, from time to time, declare a dividend to be paid to the Members, according to their respective rights and interests in the profits, and may fix the time for payment. Consumers' shares will rank for dividend only after the Company has been able to declare a dividend (including bonus) of 8 per cent on the ordinary shares. Declaring dividend.

152. No larger dividend shall be payable than is declared by the Directors, but the Company in General Meeting may declare a smaller dividend. No dividend shall be payable except out of the profits of the Company, and no dividend shall carry interest as against the Company, and the declaration of Directors as to the amount of the net profits of the Company shall be conclusive. Limit of dividend.

153. The Directors may, from time to time, pay to the members on account of the next forthcoming dividend such interim dividends as in their judgment the position of the Company justifies. Interim dividend.

154. No member shall be entitled to receive payment of any interest, dividend, or bonus in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect of such share or shares or otherwise howsoever, either alone or jointly with any other person or persons; and the Directors may deduct from the interest, dividend or bonus payable to any shareholder all sums of money so due from him to the Company Member's right to dividend.

155. Notice of all interest or dividends to become payable shall be given to each shareholder entitled thereto, either by post or by advertisement; and all interest or dividends unclaimed for three years after notice thereof is given, may be forfeited by the Directors for the benefit of the Company, and if the Directors think fit, may be applied in augmentation of the reserve fund. Notice how to be given.

156. The Secretaries and Engineers may retain the dividends payable upon shares in respect of which any person is, under any Article hereof, entitled to become a member, or of which any person under any Article is entitled to have a transfer, until such person shall become a member in respect of such shares or such transfer is made. Retention by Secretaries & Engineers of dividend in certain cases.

157. A transfer of shares shall not pass the right to any dividend thereon before the registration of the transfer. Dividend in case of transfer.

158. Unless otherwise directed, any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled, or in case of joint-holders to that one of them first named in the register in respect of the joint holding. Every such cheque shall be made payable to the order of the person to whom it is sent. Mode of payment of dividend.

159. The Directors may, if they think fit, call upon the shareholders when applying for dividends to produce their share certificates to the Secretaries and Engineers or any person appointed by the Company. Production of share certificate when applying for dividend.

160. All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benifit of the until claimed. Unclaimed dividends.

XXII. Accounts.

What accounts to be kept.

161. The Directors shall cause true accounts in English to be kept of all paid up Capital for the time being of the Company and of all the sums of money received or expended by the Company, and of the matters in respect of which such receipt or expenditure takes place, and of the credits and liabilities of the Company, and generally of all its commercial, financial and other affairs, transactions and engagements, and of all other matters necessary for showing the true financial state and condition of the Company; and the Books of Account shall be kept in such place or places of security as the Directors may think proper and direct.

Preliminary expenses A/c.

162. Any costs, charges, and expenses incurred or sustained in or about the establishment of the Company and subsequent to the registration thereof including therein the costs of advertising, printing, stationery, brokerage, solicitor's charges, furniture and fittings of office, and any other costs, charges or expenses which the Board consider may be fairly deemed and treated as Preliminary, may be placed to a separate account, to be called the "Preliminary Expenses Account", and shall be chargeable on the profit of the Company, or to the Capital, as the Board may deem expedient.

Inspection by members

163. The Directors shall from time to time determine, whether and to what extent, and at what times and places, and under what conditions or regulations the Accounts and Books of the Company, or any of them shall be open to the inspection of the members; and no member shall have any right of inspecting any Account, or Book or Document of the Company except as conferred by statute or authorised by the Directors.

Annual Account and Balance Sheet.

164. At the second Ordinary General Meeting and at each subsequent Ordinary General Meeting the Directors shall lay before the Company a Profit and Loss Account and a Balance Sheet containing a summary of the property and liabilities of the Company, made up to a date not more than six months before the Meeting, from the time when the last preceding Account and Balance Sheet were made or in the case of the first Account and Balance Sheet, from the incorporation of the Company.

Annual report of Directors.

165. Every such Balance Sheet shall be accompanied by a report of the Directors as to the state and condition of the Company, and the Account, Balance Sheet and Report shall be signed by at least two Directors and countersigned by the Secretaries and Engineers.

Copy to be sent to members.

166. A printed copy of such Account, Balance Sheet and Report shall, at least seven days, previous to such Meeting, be delivered at, or sent by post to the registered address of every shareholder.

XXIII. Audit.

Accounts to be audited annually

167. Once at least every year the Accounts of the Company shall be examined, and the correctness of the Profit and Loss Account and Balance Sheet ascertained by one or more Auditor or Auditors.

Audit provisions.

168. The Company at each Ordinary General Meeting shall appoint an Auditor or Auditors to hold office until the next Ordinary General Meeting, and the following provisions shall have effect, that is to say:—

(1) If any casual vacancy in the office of Auditor shall occur, the Directors shall fill up the vacancy by the appointment of a person who shall hold the office until such Meeting, but while any such vacancy continues the surviving or continuing Auditor or Auditors (if any) may act.

(2) A Director or Officer of the Company and a person who is interested otherwise than as a shareholder in any transaction of the Company shall not be capable of being appointed Auditor of the Company.

(3) The first Auditors of the Company may be appointed by the Directors before the first Ordinary General Meeting of the Company, and the Auditors so appointed shall hold office until the first Ordinary General Meeting.

(4) Retiring Auditors shall be eligible for re-election.

(5) No person other than a retiring Auditor shall be eligible to the office of Auditor unless notice of an intention to propose him at an Ordinary General Meeting be given at least fourteen days before the day appointed for the holding of such Ordinary General Meeting.

Remuneration of Auditors.

169. The remuneration of the Auditors of the Company shall be fixed by the Company in General Meeting except that the remuneration of any Auditors appointed before the first General Meeting or to fill any casual vacancy may be fixed by the Directors.

Rights & Duties of Auditors.

170. (1) Every Auditor of the Company shall have a right of access at all times to the Books and Accounts and Vouchers of the Company, and shall be entitled to require from the Directors and Officers of the Company such information and explanation as may be necessary for the performance of the duties of the Auditors.

(2) The Auditors shall make a Report to the shareholders on the Account examined by them, and on every Balance Sheet laid before the Company in General Meeting during their tenure of office, and the Report shall state:—

(*a*) Whether or not they have obtained all the information and explanation they have required.

(*b*) Whether in their opinion the Balance Sheet referred to in the Report is properly drawn up in conformity with the law, so as to exhibit a true and correct view of the state of the Company's affairs according to the best of their information and the explanations given to them and as shown by the Book of the Company, and such Report shall be read before the Company in General Meeting

When Accounts to be deemed finally settled.

171. Every account of the Directors, when audited and approved by a General Meeting, shall be conclusive except as regards any error discovered therein within three months next after the approval thereof; whenever any such error is discovered within that period, the account shall forthwith be corrected and thenceforth shall be conclusive.

XXIV. Notices.

Service of notice.

172. All notices, (which word shall be deemed to include and shall include all summonses, notices, process, orders, judgments, or other documents in relation to or under the winding up of the Company), required to be served by the Company upon a shareholder, may be served personally, or by sending them through the post in a prepaid letter, envelope or wrapper addressed to each or any member at his registered place of address.

Notice when deemed to be served.

173. Every notice sent by post shall be deemed to have been served at the time at which, in the usual course of post, it would have been delivered and for such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put in the Post Office.

Members must notify their addresses for registration and non-resident shareholders must have Agents in Mangalore.

174. It shall be imperative on every member resident in the Presidency of Madras to notify to the Company for registration his place or address; it shall be imperative on every member not resident in the presidency of Madras to have at all times an agent so resident and to notify to the Company such Agent and his address and such Agent shall be lawfully authorised to receive on behalf of the member all notices which shareholder may be entitled to receive under these articles or otherwise and the Company shall not be bound to give any notice whatever to any member not resident as aforsaid otherwise then by giving the same to an Agent so resident and authorised and notified (if any).

Or not entitled to notice.

175. Any member resident in the Presidency of Madras who shall not have registered his address with the Company and any Member not so resident, who shall not have an Agent so resident, authorised and notified, and who but for this provision would be entitled to receive any notice from the Company, shall not be entitled to notice, and may be treated and dealt with as having had notice, or as having agreed to dispense with notice, anything herein contained to the contrary in any respect notwithstanding.

Notice to owner of shares, held jointly.

176. All notices shall, with respect to any registered shares to which persons are jointly entitled, be given to whichever of such persons is named first in the register in respect of such shares, the notice so given shall be sufficient notice to all the holders of such shares

Notice by advertisement

177. Any notice required to be given by the Company to the members or any of them, and not expressly provided for by these presents, shall be sufficiently given if given by advertisment in one English or one Vernacular newspaper circulating in Mangalore.

Shareholders bound by notice given to previous holders.

178. Every person who, by operation of law transfer, or other means whatsoever, shall become entitled to any share, shall be bound by any and every notice or other document, which previous to his name and address being entered upon the Register in respect of the share, is given to the person from whom he derives his title and who is registered.

Service of notice good, notwithstanding death of shareholders.

179 Any notice or document delivered or sent in accordance with these presents at or to the registered address of a shareholder or to his or her Agents as above provided, shall, notwithstanding such member be then deceased and whether or not the Company have notice of his or her decease, be deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by such member, until some other person be registered in his or her stead as the holder or joint holder thereof, and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors, or administrators and all persons, if any, jointly interested with him or her in any such shares.

How notice to be signed.

180. The signature to any notice to be given by the Company may be written or printed.

Service of notice by members.

181. All notices to be given on the part of members shall be left at or sent by registered post to the Registered Office of the Company.

XXV. Indemnity.

Indemnity.

182. The Secretaries and Engineers and every Director, Manager, Secretary, Auditor, and every other officer or servant of the Company and his heirs, executors and administrators shall be indemnified by the Company against, and it shall be the duty of the Directors out of the Funds of the Company to pay all costs, losses and expenses, which any such officer or servant may incur or become liable to by reason of any contract entered into, or act or thing done by him as such officer or servant, or in any way in the discharge of his duties including travelling expenses.

Individual responsibility of Directors.

183. No Director or other Officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of Directors for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortuous act of any person with whom any moneys, securities, or effects shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, and for any other loss, damage or mis-fortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.

SCHEDULE.

Articles of Agreement made and entered into this day of 11th May 1925, between **The Mangalore Electric Supply Company Limited** a Joint Stock Company duly incorporated under and registered to the provisions of the Indian Companies Act of 1913, (hereinafter called the Company which expressions shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ons part and Messrs. (1) J. Z. Saldanha, (2) Narsingarao S. Padbidri (3) G. R. Kelkar, who have now entered into partnership under the name and style of **J. Z. Saldanha & Coy.**, for the special purpose of carrying on business as Secretaries and Engineers of the said Company (the said Firm Messrs. J. Z. Saldanha & Coy., hereinafter called the said Firm which expression shall unless repugnant to the context or meaning thereof and subject to the provisions laid below be deemed to include their successors and assigns) of the other part whereby it is mutually agreed as follows:—

1. In consideration of the services rendered by the said Firm in promoting the Company, the Company shall employ the said Firm, and the said Firm shall serve the Company as Secretaries and Engineers for and during the period of 15 years from the date of the registration of the Company with option to the Board of Directors of the Company to renew the agreement for another period of 15 years. For the purpose of this agreement, such person or persons as shall from time to time be partner or partners of the said Firm whether originally or subsequently to the execution of these presents, and who from time to time, and at any time hereafter shall succeed to the business of the said Firm or continue to carry on the same, shall be deemed successors of the said Firm, subject to the sanction of the Board of Directors as laid down below in the case of change in the personnel of the said Firm.

2. Subject to the control and supervision of the Directors, the said Firm shall have the general conduct and management of the business and affairs of the Company and they shall have and exercise all such powers, authorities and discretions as are given to or vested in the Firm by the Articles of Association and the Regulations of the Company and by this agreement or as may from time to time be delegated or entrusted to them by the Directors and in particular, but without prejudice to the generality of the foregoing provisions and without in any way restricting or limiting the general power and authority hereinbefore conferred, the said Firm shall on behalf of the Company have and exercise the following powers, that is to say, the power:—

(*a*) Subject to the sanction of the Directors to negotiate and enter into contracts for the acquisition by purchase lease or otherwise of any lands, buildings, factories, plant, machinery, engines and boilers etc., oils, fuel, stores and other materials, and any rights, privileges and concessions which may be requisite or desirable for the purpose of the business of the Company or for extending its business or operations and from time to time for the sale or disposal thereof or any part thereof.

(*b*) With the sanction of the Directors to borrow from time to time, such sums of money with or without security and in particular upon the security of or by obtaining advances against the goods, stock or any other merchandise of the Company and upon such terms as may be expedient for, or in relation to the business of the Company and for that purpose to give a charge or lien over, or to mortgage or pledge the same.

(*c*) Subject to sanction of the Board of Directors, to execute, become parties to, and where necessary to cause to be registered all deeds, leases, agreements, contracts, receipts, and other documents on behalf of the Company.

(*d*) To insure the property of the Company against losses, damages, risks or liabilities of all kinds, which may effect the Company, and to such extent and in such manner, as they may think proper.

(*e*) To give and sign effectual receipts and discharges on behalf of the Company for any moneys, funds, goods or property lent payable or belonging to the Company.

(*f*) To appoint or employ in or for the purpose of the transaction and management of the affairs and business of the Company or otherwise for the purposes thereof and from time to time remove, suspend, or discharge and re-employ or replace such accountants and

other employees including Brokers and Commission Agents, as they may deem fit. Subject to the approval of the Board of Directors in the case of appointments, with such powers and duties, and upon such terms as to duration of employment, remuneration or otherwise as the said Firm shall with the consent of the Directors decide, and subject in the case of punishments to a right of appeal to the Board except in the case of fine up to Rs. 5/-.

(*g*) To institute, conduct, defend, compromise, refer to arbitration or abandon legal and other proceedings and claims and disputes by or against the Company or its Officers, or in which the Company or its Officers are concerned, and to sign and swear all necessary plaints written statements, applications or petitions, and appoint pleaders or solicitors.

(*h*) To delegate all, or any of the powers, authorities and discretions for the time being vested in the Agents and also from time to time to provide by the appointment of an Attorney or Attorneys, Manager or Managers for the management and transaction of the affairs of the Company in Mangalore or elsewhere, in any specified locality, in such manner as they may decide with the consent of the Board of Directors, provided that such consent shall not be necessary for the delegation of authority for a period of not more than 1 month during the temporary absence of any member of the said Firm from Mangalore.

(*i*) And generally to make all such arrangements and to do all such acts and things on behalf of the Company, as may be usually necessary or expedient, in the management of the affairs of the Company or in carrying out its objects, and as are not specifically reserved to be done by the Board of Directors.

3. The remuneration of the said Firm as Secretaries and Engineers of the Company shall be as follows:—

(*a*) An Office allowance of Rs. 400/- per month for the first 6 months after the date of the issue of the certificate by the registrar of Joint Stock Companies, authorising the Company to commence business, and thereafter Rs. 600/- per month until the date of the completion of the Electric installation of machinery and plant and thereafter an Office allowance of Rs. 700/- per month rising to Rs. 1200/- by annual increment of Rs. 100/- per mensum with power to the Directors or the Company to increase such office allowance from time to time whenever they shall consider that the affairs of the Company warrant such increase to such amount as may from time to time be mutually agreed between the said Firm and Directors of the Company.

(*b*) A commission at the rate of 10 per cent on the profits made by the Company in any year or other period for which the accounts of the Company are made up and laid before the General Meeting. Such commission shall be increased to 12½% if the Company pays a dividend at the rate of 9 per cent or more, and 15% if the Company pays a dividend of 12½% or more. The profits shall be calculated after making all proper allowances and deductions from revenue for all usual working charges, outgoings, and repairs, chargeable against profits and for interest on loans, advances and deposits including interest on debentures but no deductions shall be made for, or in respect of any expenditure on Capital Account. Moreover, for the purpose of calculating such commission no deduction shall be made out of the gross profits, for any amount that may be set aside for or carried to depreciation, insurance, reserve, or any other special fund or funds or for or in respect of income-tax, super-tax, excess profit duty or any other tax or duty or income on revenue. The said Firm shall not be entitled to the said commission unless the Company is in a position to declare a dividend (including bonus) of not less than 8 per cent out of the annual Profits of the Company.

(*c*) Provided always that the aforesaid office allowance and commission payable to the said Firm, shall be exclusive of and shall not include the rents of office premises, the expenses of office establishment, the salaries, wages, and emoluments payable to the office staff and clerks, servants and other employees engaged by the said Firm on the Company's business, whether in Mangalore or elsewhere and the remuneration and wages, which shall be payable to brokers, legal advisers, accountants, and experts or other officers, servants, and workmen, who may be employed by the said Firm for and on behalf of the Company or any expenses of the like nature incurred for carrying on and conducting the business of the Company, whether in Mangalore or elsewhere, all such rents, expenses wages and remuneration are to be and shall be paid by the Company.

4. The said monthly allowance shall become due and shall be paid to the said Firm on the last day of each and every month, and the said commission shall become due to the said Firm

at the end of such Financial year or other period for which the accounts of the Company are to be laid before the General meeting, and shall be payable and be paid immediately after such accounts have been passed by the General Meeting.

5. The said Firm may also be paid such further remuneration either by an increase in the percentage of the said commission, or by way of bonus as may from time to time be sanctioned by the Company, in General Meeting on a recommendation of the Directors which they shall have power to do whenever in their opinion the financial position of and the profits made by the Company justify such a recommendation.

6. The Company shall pay all expenses incurred in the management of the business of the Company, and also all expenses of maintaining suitable offices in Mangalore and elsewhere and a staff of clerks to transact the business of the Company and shall pay all expenses incidental to the promotion of the Company, including commission of canvassing Agents that may be appointed to stimulate subscription of shares, and the said Firm shall be at liberty from time to time to reimburse and pay themselves out of the moneys of the Company the above mentioned office allowance and all costs and expenses of providing and maintaining the office and establishment of the Company and all salaries, wages and remuneration of the officers, clerks, servants, employees and workmen employed, on behalf of the Company and all sums expended or disbursed by them on behalf of the Company on any account whatsoever and all sums due to the said Firm for commission or otherwise.

7. The said Firm hereby agrees with the Company that they will be and act as the Secretaries and Engineers of the Company for the remuneration herein before mentioned, and upon, and subject to the terms and conditions herein contained, and that during such time, as they hold the office of the Secretaries and Engineers of the Company, they will faithfully, diligently and honestly and to the best of their ability and power transact, do, perform and superintend all such matters and things, relating to the business and affairs of the Company and for carrying out its objects as are required to be done and performed by them as Secretaries and Engineers under the Articles of Association and Regulations of Company, or under these presents, and they will well and faithfully serve them, and use their best endeavours to promote the interests, welfare and business of the Company.

8. The above Firm shall keep or cause to be kept proper and complete books of account of the dealings and working of the Company and shall prepare and keep or cause to be prepared and kept therein complete and true accounts of the paid up Capital for the time being of the Company, and of all receipts and disbursements received, and paid and of the matter in respect of which such receipts or expenditure take place and of all purchases and sales made by them for and on behalf of the Company, and of the credits and liabilities of the Company, and generally of all its commercial, financial and other affairs, transactions and engagements, and all other matter necessary for showing its true financial state and condition, and shall also prepare and keep or cause to be prepared and kept such further or other accounts as the Company or the Directors shall from time to time direct.

9. The said Firm shall have charge and custody of all the property, books of account, papers and documents and effects belonging to the Company wheresoever situate and being.

10. The said Firm shall from time to time prepare or cause to be prepared a Profit and Loss Account and a Balance Sheet to be laid before the Company in General Meeting, and all returns, statements, summaries, and documents to be filed with and all notices to be given to the Registrar of the Companies, as and in the manner prescribed by the Indian Companies Act of 1913, or the Articles of Association of the Company, and shall file and give or cause to be filed and given the same.

11. It shall be lawful for the said Secretaries and Engineers or any member of their Firm to assign the whole, or any portion of their or his, share of the above named remuneration without thereby in any way affecting or prejudicing the appointment of the Secretaries & Engineers, or of the said Firm as such Secretaries & Engineers of the Company as aforesaid, subject to the sanction of the Board of Directors at a Meeting at which not less than 2/3 of the number of Directors then on the Board shall be present. (Fractions to be omitted in calculation of the said 2/3) and at which the matter shall be approved of by an actual majority of the 2/3 present.

12. It shall be lawful for the Secretaries and Engineers or their said Firm with the previous consent of the Board of Directors to assign this agreement and benefit thereof, and the rights & privileges hereunder to any person or any Firm or Company, having authority by its constitution to become bound by the obligations undertaken by the Secretaries and Engineers, or the

said Firm hereunder, and upon such assignment being made, and notified to the Company, the Company shall be bound to recognise the person, Firm or Company aforesaid as the Secretaries & Engineers of the Company in the like manner as if the name of such person, Firm or Company had appeared in these presents, in lieu of the name of Secretaries & Engineers or the said Firm and as if such person, Firm or Company had entered into this agreement with the Company, and the Company shall forthwith upon demand by the said Firm proceed, if necessary, to make requisite alterations in its Articles of Association for appointing the person, Firm or Company aforesaid as the Secretaries & Engineers of the Company, and shall enter into an agreement with the said person, Firm or Company, appointing such person, Firm or Company as the Secretaries & Engineers of the Company for the residue of the term outstanding under this Agreement and with the like powers and authorities, remuneration, emoluments, and subject to the like terms and conditions as are herein contained, provided that the Board of Directors shall have approved of such assignment, at a meeting at which not less than 2/3 of the number of Directors then on the Board shall be present (Fractions to be omitted in calculation of the said 2/3) and at which the matter shall be approved of by an actual majority of 2/3 present.

13. After the expiration of the said period of 15 years and so long thereafter as they continue to be such Secretaries and Engineers, the Secretaries and Engineers shall be deemed to have continued on the same terms and conditions as to remuneration and otherwise as are herein contained.

14. It is hereby expressly agreed and declared that neither the death, retirement or incapacity of any partner or partners, of the said Firm, nor the admission of any new partner or partners therein nor any change that may take place or be caused by any of the events aforesaid or otherwise howsoever in the name style or constitution of the said Firm shall effect the validity or operation of this agreement or the appointment of the Secretaries and Engineers or of the said Firm as the Secretaries and Engineers of the Company nor shall the same entitle the Company to terminate this Agreement, and that if at any time the said Firm shall be constituted, differently from what it is at the date of these presents, or if at any time hereafter the said Firm is dissolved by the death of any of the partners or partner who at present constitute or may hereafter constitute the said Firm or otherwise, and the appointment of the Secretaries and Engineers, or of the said Firm as such Secretaries and Engineers as aforesaid hereby made, shall be held or construed, not to be valid in law by reason of one or some or all of the partners thereof, not having been a partner or partners of the said Firm at the date of these presents, and not having executed the same, or otherwise, then, and in such case, these presents shall nevertheless be construed and taken as amounting to an agreement between the Company of the one part and the Secretaries and Engineers of the other part, that the Company, its successors and assigns shall appoint the Firm so differently named, styled, and constituted aforesaid, their successors in business and assigns or in the event of the said Firm being dissolved as aforesaid the person or persons entitled at the date of such dissolution to the goodwill of the said Firm or the assignee, or the assignees thereof, to be the Secretaries and Engineers of the Company, its successors and assignees, with the like powers and authorities, remuneration and emoluments, and subject to the like terms and conditions as are herein contained, provided nevertheless that the provision laid down in clauses 11 & 12 above with regard to the approval of the Board of Directors shall govern changes of personnel in the said Firm under this clause.

In witness whereof the Common seal of the Mangalore Electric Supply Company, Limited, has been hereunto affixed and the said Messrs. J. Z. Saldanha, N. S. Padbidri, and G. R. Kelkar as also the undermentioned Directors of the above Company have hereunto set their respective hands the day and year first above written.

Signed.

J. Z. Saldanha
N. S. Padbidri
G. R. Kelkar

Signed.

N. Subba Rao
Nellikai Venkat Rao
A. Soans
T. Ananthaya
F. P. S. Albuquerque
M. Alvares
J. P. Rego

} *Directors.*

Letter 948 A D/25 - D/12.3.25

To

Messrs. G.R. Kelkar and
N.S. Padbidri.
Joint applicants for the
Mangalore Electric Licence
Mangalore

Mangalore Electric Licence. 19

Sir,

I am directed to
the receipt of your letter of
10.3.1925 applying for the
of a license for supplying
electric energy to the town
of Mangalore, and to state that
a copy of each of three successive
issues of the Newspaper in which
the advertisement regarding your
application is published is awaited.

I have etc.

DE 13 MAR 1925

1) Issue
2) SAD.

p/c

UR 12.3.25

12.3.25

Bring up on 1.4.25
~~Remind after [illegible]~~

12.3.25

[illegible]

11

P.W.D.

Memo 948 AD/25-2 D/12.3.25

Chalan receipt No. 9/1503 of W.S. 25 for Rs 500/- is forwarded hereinto to the A.G. Madras. The amount may be credited to Revenue as fees received under the Indian Electricity Act. 1910.

MR 12.3.25

AM 12/3

12/3/25

for S

D.

13 ... 1925

2

The A.G. Madras with a Chalan receipt (Ack Cr) (~~for 100/-~~)

I.S. No Call.

Also for Hereinto a receipt for Rs 500/-

13/3/25 Recd RJ 13/3

Mangalore
Dated 18th March 1925.

From,

1. G. R. Kelkar.
2. N. S. Padhidri.
"Gonsalves Gardens"
Kodialbail
Mangalore.

To,

The Officiating Secretary to Government
P.W.D (General, Irrigation and Roads)
Madras.

Sir,

"Mangalore Electric Licenses 1925."

Referring to your letter No 948 Ad / 25-1 of the 12th instant we have the honour to enclose herewith two copies each of 'The Mangalore Mail' and 'Kanteerava' containing the advertisement in respect of our application for the grant of licenses.

Referring to the printed copies of our draft License submitted, please read the 18th line on the seventh page of the draft License as 'and the Rules under the Act and on such' in the place of 'and the Rules under the Act and as such'.

The advertisement will be repeated in the next two issues of the same papers copies of which will be submitted to you in due course

We have the honour to be,

Sir,

your most obedient Servants,

1. G.R. Keekar

2. W.S. Pavlidri

Enc:

2 copies of 'Mangalore Mail'
2 copies of 'Kanteerava'

Mangalore,

Dated 25th March 1925.

From,

1. G. R. Kelkar.
2. N. S. Padhiari.

"Gonsalves Gardens"
Kodialbail
Mangalore. (S. Kanara)

To,

The Officiating Secretary to Government
P. W. D. (General, Building, and Road)
Madras.

Sir,

Mangalore Electric Licenses 1925

Further to our letter dated 18th instant we have the honour to enclose herewith one copy of each of "The Mangalore Mail" and "Kanteerava" containing the second insertion of the advertisement in respect of our application for the grant of above Licenses.

We have the honour to be,

Sir,

Your most obedient Servants

1. G R Kelkar

2. N S Padhiari

Enc. One Copy "Mangalore Mail"
One Copy "Kanteerava"

Mangalore,
Dated 2nd April 1925.

From,

1. G. R. Kelkar,
2. N. S. Pashidi,
"Gonsalves' Gardens" Kodialbail, Mangalore

To,

The Officiating Secretary, to Government
P. W. D. (General, Buildings and Roads)
Madras.

Sir,

Re. The Mangalore Electric Licence 1925.

With reference to our letter dated 25th March 1925 we have the honour to enclose herewith one copy each of 'Mangalore Mail' and 'Kanteerava' containing the third insertion of the advertisement in respect of our application for the grant of above Licence.

We trust that the Government will now take the necessary action in the matter.

We have the honour to be,
Sir,
Your most Obedient Servants,
1. G. R. Kelkar
2. N. S. Pashidi

D/2 M
6/4

(A Copy of this Prospectus has been filed with the Registrar of Joint Stock Companies.)

THE

MANGALORE ELECTRIC SUPPLY Co., Ltd.,

(Incorporated under the Indian Companies Act VII of 1913.)

CAPITAL

Capital Rs. 7,50,000 (with power to increase).

Divided into 50,000 Ordinary shares of Rs. 10.-, each and 25,000 'Consumers' shares of Rs. 10.-, each. The Ordinary shares payable (1) Rs. 2-8-0 per share on application, (2) Rs. 2-8-0 per share on Allotment and the balance at an interval of not less than three months as and when required for future extensions. The 'Consumers' shares payable in full on presentation of an estimate of the value of their respective service lines.

Of the 50,000 Ordinary shares 5,000 shares have already been applied for and the remaining 45,000 are now offered to the public.

The initial Capital required and hereby called up will be Rs. 2,50,000 and as each consumer will subscribe the cost of his service line there will be no further call on the ordinary shareholders unless and until the business of the Company expands and justifies an extension of Plant and transmission lines.

Directors.

1. Rao Bhadur N. Subba Rao, Avgl., *Landholder, President, District Board, South Kanara,*
2. Nellikai Venkat Rao, Esq., *Landholder, Municipal Chairman, Mangalore.* *[Mangalore.*
3. J. Z. Saldanha, Esq., *Landholder and Merchant, (ex officio), Mangalore.*
4. A. Soans, Esq., *Merchant, Mangalore.*
5. Trasi Ananthaya, Esq., *Merchant, Mangalore.*
6. F. P. S. Albuquerque, Esq., *Tile Manufacturer, Mangalore.*
7. Michael Alvares, Esq., B. A., LL. B. *Lawyer, Mangalore.*
8. J. P. Rego, Esq., *Landholder and Tile Manufacturer, Mangalore.*
9. N. S. Padbidri, Esq. *Electrical Engineer (ex officio), Mangalore.*

Bankers.

Imperial Bank of India, *Mangalore Branch.*
The Canara Bank, Ltd., *Mangalore.*

Legal Adviser.

M. Madhava Rao, Esq., B. A., B. L. *Mangalore.*

Auditor.

M. S. Krishna Rao, Esq., *Mangalore.*

Secretaries and Engineers.

J. Z. Saldanha & Coy., *Mangalore.*

Registered Office.

Y. M. C. A. Building, *Cantonment Road, Mangalore.*

OBJECTS

The primary object of the Company is to supply Electric Power for lights, fans and other domestic, civic or industrial purposes within the congested area of the town of Mangalore. This having been satisfactorily accomplished other parts within the Municipal Area will be served, as a matter of course, under the provisions of the Indian Electricity Act. The Memorandum authorizes *inter alia* the installation of a telephone system when authorized by Government.

To answer this purpose it is intended to install three generating sets each of 80 K. W.,

With auxiliaries and switch gear estimated ... ... @	Rs. 1,20,000/-
Buildings, Power house, Office, workshop, and storehouse	,, 18,000/-
About 10 miles of transmission and distribution lines...	,, 72,000/-
Transformers, Switches, and protective gears	,, 10,000/-
Cost of License, registration and other Preliminary expenses estimated ...	,, 6,000/-
Provision for the purchase of meters and to cover the first year's operating charges	,, 24,000/-
Total Rupees	2,50,000/-

The immediate design is to meet an emergency demand of 240 K. W. but the safe maximum demand shall be only 160 K. W. and the "Load factor" of the Power House is expected to be 25% of its full (240 K. W.) capacity, so that the units generated in one year (neglecting the year of construction) will be 5,25,000 of which 20% will be absorbed in Power House, and distribution losses, leaving 4,20,000 units; sold at an average price of 4 annas and realising Rs. 1.05,000. The generating and management cost of 5.25,000 units (@ 2 annas per unit) will be Rs. 65,625/-

leaving a net profit of	Rs. 39,375/-
Deducting 6% general depreciation on 2½ Lakhs	,, 15,000/-
Balance	,, 24,375/-
Deducting 6% interest on Ordinary shares	,, 15,000/-
Balance	,, 9,375/-

There would be some 3000 'Consumers Shares' embodied in the scheme, amounting to Rs. 30,000 which being added to the Rs. 2,50,000 of Ordinary shares gives a total of Rs. 2,80,000 upon which the profit of Rs. 9,375 is to be divided in the form of a bonus of Rs. 3. 3%.

By this arrangement the Ordinary shareholders are assured 6% interest on their outlay plus a bonus of 3. 3% whereas the holder of 'Consumer' shares is getting 3. 3% bonus computed upon the cost of his service line where under the ordinay procedure he would get no return whatever.

These profits of the Company are based on an absolute minimum and will be always on the increase, proportional to the patronage of consumers who will therefore be directly contributing towards their own gains while enjoying the many services that Electricity will be rendering them.

The future before the Company is of considerable promise and magnitude, embodying the modernising of existing industries and initiation of others that will spring up when cheap power is at the disposal of the public. Among the future prospects are:—

1. Power and Electric furnaces for tile factories assuring a regularity of turn-out and eliminating all possible chances of overheating and discolouring of tiles, absolute independence of monsoon problems, etc.,

2. Power for spinning, weaving, saw-mills, Soda and Ice factories.

3. Power and furnaces for foundries and mechanical works with Electric Welding outfits and other Electric devices.

4. Power for Oil mills, Flour and other grinding mills, presses, refineries, and Electrolysis for the conversion of oil to butter.

5. Power for laundries, Electroplating, Electrotyping, Battery charging, for general surgical purposes and for domestic purposes such as Cooking, heating, churning, etc.

6. Pumping for private or civic purposes

It becomes necessary for economy in outlay and operation to have central Pumping stations when water is required for distributing in large quantities, but when water exists all over the town and Electric power is also available, there is no further need for a central pumping station, as small electric pumps are very efficient and inexpensive both in initial and operating costs.

7. Power for coir rope and mat making plant.

8. Power for the development of the Port and the Fish Oil industry on Sand-spit.

Minimum Subscription.

The Minimum cash subscription fixed by the Articles of Association upon which the Directors will proceed to allotment is 4000 shares.

Brokerage and Commission.

The Articles of Association provide for the payment of a reasonable commission which has been fixed as not exceeding 2 as. per share which will be paid after allotment.

Qualification and Remuneration of Directors.

The Articles of Association provide that the qualification of a Director is the holding in his own right of not less than Three Hundred ordinary shares in the Company and that the remuneration of a Director is Rs. 5/- per each Board Meeting attended by him.

Right of Voting.

According to the Articles of Association the right of voting is vested in persons at the rate of one vote for every five ordinary shares or 25 Consumers shares held by him.

Agreement.

An Agreement dated 11th May 1925 has been entered into between Messrs. J. Z. Saldanha and Company consisting of (1) Mr. J. Z. Saldanha, (2) Mr. N. S. Padbidri, (3) Mr. G. R. Kelkar and this Company appointing the former as secretaries and Engineers of the Company on terms detailed therein, a copy of which is set forth in the shedule to the Memorandum and Articles of Association.

Memorandum and Articles of Association.

A Copy of Memorandum and Articles of Association of the Company will be supplied to every member on his request and on payment of Re. 1/-, or may be inspected at the Registered Office of the Company during the usual working hours.

Application for Shares.

Application for shares must be made on the attached form which must be filled in and forwarded entire, along with the application money, to the Company at its Registered Office, Application forms can be obtained on application at the Registered Office of the Company.

Allotment of Shares.

In the event of there being no allotment, the deposit amount will be returned in full and where the number of shares, allotted is less than those applied for, the balance deposit will be applied towards the payment due on further calls and any excess returned to the applicant.

Interest of Directors.

Mr. J. Z. Saldanha and Mr. N. S. Padbidri, two of the Directors, are partners in Messrs. J. Z. Saldanha & Co., who have been, under the agreement referred to above, appointed Secretaries and Engineers of the Company.

Preliminary Expenses.

On the calculation that Government will not call for a Security deposit of more than Rs. 2000/-, the preliminary expenses are estimated at Rs. 6000/-. Messrs. J. Z. Saldanha & Co., will be paid such of the preliminary expenses as they have incurred on behalf of the Company, but no promotion money will be paid.

Mangalore,

Dated

Printed at the Kanarese Mission Press and Book Depot, Mangalore.

SHARE APPLICATION FORM

The Mangalore Electric Supply Company, Ltd.

(Incorporated under the Indian Companies Act VII of 1913).

No. **AUTHORISED CAPITAL Rs. 7,50,000**

(with power to increase).

Divided into 50,000 Ordinary Shares of Rs. 10.- each, and 25,000 'Consumer' shares of Rs. 10.- each.

Issue of 50,000 ordinary shares of Rs. 10.- each payable Rs. 2-8-0 per share on application Rs. 2-8-0 per share on allotment and the balance at an interval of not less than three months as and when required for future extensions.

This form must be sent entire to the Registered Office of the Company.

To

The Directors of

THE MANGALORE ELECTRIC SUPPLY COMPANY, LIMITED,

Y. M. C. A. Building, Cantonment Road, MANGALORE.

GENTLEMEN,

Having paid the sum of Rs. . . . . being a deposit of Rs. 2-8-0 per share in respect of . . . . . ordinary shares of the above-named Company, I/we request you to allot me/us that number of shares, and I/we hereby agree to accept the same or any smaller number that may be allotted to me/us upon the terms of the Prospectus and the Memorandum and Articles of Association of the Company; and I/we authorise you to place my/our name on the Register of Members of the Company in respect of Shares allotted to me/us. I/we also agree to pay the further instalments due in respect of the said Shares in accordance with the terms of the prospectus.

Signature . .

PLEASE WRITE DISTINCTLY.

Name in full . . . . . .

Description . . . . . .

Address . . . . . .

Date . . *192* . .

The Mangalore Electric Supply Company, Ltd.

Issued Capital 50,000 ordinary shares of Rs. 10 each.

No.

COMPANY'S RECEIPT FOR APPLICATION DEPOSIT.

Received *this* . . *day of* . . . . . *192* .

from . . . . . .

the sum of Rupees . . . . . .

being a deposit of Rs. 2-8-0 per share on . . . . . *ordinary shares in The Mangalore Electric Supply Company, Limited.*

Rs.

FOR THE MANGALORE ELECTRIC SUPPLY COMPANY, LIMITED.

(This receipt must be carefully preserved to be exchanged hereafter for relative Share Certificate.)

SECRETARIES AND ENGINEERS:— J. Z. SALDANHA & Co.

THE MANGALORE ELECTRIC SUPPLY CO., LTD.

TELEGRAMS: "ELECTRIC", MANGALORE.

CODES: BENTLEY; A. B. C. 5TH EDITION.

35

Catholic Bank Bldg.,
~~XXXXXXXXXXXXXXXX~~
Cantonment Road,
MANGALORE, S. K.

4th September 1925.

From

G. R. Kelkar & N. S. Padbidri,
Catholic Bank Buildings,
Cantonment Road,
M a n g a l o r e.

To

The Secretary to the Government of Madras,
Public Works Department.

Sir,

The Mangalore Electric License - 1925.

We have the honour to acknowledge receipt of your letter No.16 -Gl- 5 Fort St. George, dated 15th August 1925, along with enclosures which we are referring to our Engineers and will submit our reply in due course.

We have the honour to be,
Sir,
Your most obedient servants.

For N. S. Padbidri & G. R. Kelkar.

N. S. Padbidri

36

PWD

Letter No 16 gl - 6
12.11.25

To

Messrs. G R Kelkar &
N. S. Padbidri
Catholic Bank Building
Cantonment Road,
Mangalore

Gentlemen,

Mangs

p35 cr your letter dy 4th September 1925

I am to enquire when a reply to my letter no 16 gl-5 d 15-8-25 may be expected

p34 cr

12 NOV 1925

RD JD 4 Weeks.

Am
11/11/25

I have etc

D Anil

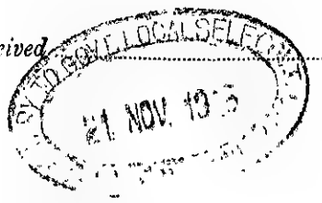
for Secy

2 - 41

00—8-9-24.

DEPARTMENT.

Received ..... 192 . *Registered* ..... 192 .



37383

Subject.

Government Reminder dated: 9-11-1925.

License for the supply of Electric Energy to Mangalore.

L 89

Loogeo

The C.M.C may be reminded again on 20.12.25

24/11

ENCLOSURES.
No.
Spare copies

Dis C.R. No. 3/2 25-26

Station Mangalore, *Dated the* 16th November 1925.

From (Name) M.R.Ry. Nellikai Venkat Rao, Avargal,

(Designation) Chairman, Municipal Council,

Mangalore.

To The Secretary to the Government of Madras,

Local Self Government Department.

Sir,

On Memo 28162, LSM Dy 7.8.25

p.p. 1 ante

With reference to Government Reminder dated: 9th November 1925, I have the honour to inform you that the matter has not yet been taken up by the Council. When a decision is arrived at, it will be communicated.

I have etc.,

Sd: Nellikai Venkat Rao,
Chairman, M. C.

Forwarded.

/ By order /

M.A.

Secretary, M.C.

4 ... 16

LSG

copied
8/8

File in P. W. D

Memo: No. [illegible]

The attention of the Mangalore Municipal Council is drawn to the advertisement ~~appears~~ published in the Mangalore Mail dated 30.3.1925 under the heading "The Mangalore Electric License 1925" and the Council is requested to offer its remarks if any on the application, ~~or objections if any~~ at an early date.

Examined 8/8/25

DESPATCHED
10 AUG 1925

To
The CMC Mangalore

BC
6/8/25

BC
7.8.25

6.8.25

SECRETARIES AND ENGINEERS:- J. Z. SALDANHA & Co.

THE MANGALORE ELECTRIC SUPPLY CO., LTD.

TELEGRAMS: "ELECTRIC", MANGALORE.

CODES. BENTLEY, A. B. C. 5TH EDITION.

115

Catholic Bank Building,

~~XXXXXXXXXXXXXXX~~

Cantonment Road,

MANGALORE, S. I

19 JAN 1926
631 B/26

18th January 1926.

From

G.R.Kelkar & N.S.Padbidri,

M a n g a l o r e.

To

F. B. Evans Esq., C.S.I., I.C.S.,
Secretary to the Government of Madras,
Fort St. George, M a d r a s.

S i r,

Mangalore Electric License.

With further reference to your letter No. 16-G1-8 of the 9th December 1925, and our letter dated the 18th December 1925, we have the honour to enclose herewith the Map called for.

We have the honour to be,

Sir,

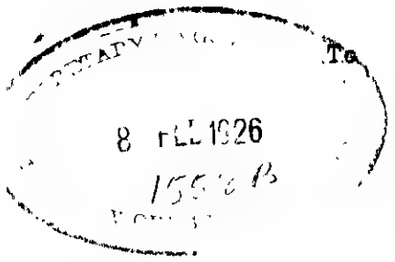
Your most obedient servants.

for G.R.Kelkar & N.S.Padbidri,

N. S. Padbidri

6th February 1926.

From G. R. Kelkar & N.S.Padbidri,
Catholic Bank Building,
Catonment Road,
Mangalore.



To

F. B. Evans, Esq., C.S.I., I.C.S.,
Second Secretary to Government,
Public Works Department,
Fort.St.George,
M a d r a s.

S i r,

Mangalore Electric License-deposit Map.

We have the honour to acknowledge receipt of your letter No.16 G2/25-10 of the 3rd February 1926 returning the above Map for necessary modifications.

The map will be corrected and resubmitted at an early date.

We have the honour to be,
Sir,
Your most obedient servants,
for G.R.Kelkar & N.S.Padbidri,

N.S. Padbidri

Scott. II-5 (a)—28,703—6-12-24. (6)

	Date.	Initials.
When received for Fair-copying.		
When copied		
When examined		
When signed		
When despatched	4 MAR 1926	

18

P.W. DEPARTMENT.

Electricity - Mangalore - License for the supply of electric energy - Granted to Messrs. G.R. Kelkar & N.S. Padbidri

READ AGAIN G.O. No , dated 192 .

" " " " " 192 .

READ ALSO :— ~~Letter to Messrs G.R. Kelkar & N.S. Padbidri No 169 Pl 5 of 15.8.25~~

C. No. 8/32A/25 From ~~the~~ Messrs G.R. Kelkar & N.S. Padbidri, No. , dated 18.12. 1925

— do — " 18.1.26

" " " " " " 192

" " " " " " 192

26

ORDER.

Press.

[Current & notes file to be edited & necessary papers printed for purposes of Record]

Copies for Issue set to be separately printed, containing only the order & the license.

No. , dated 192

In exercise of the powers conferred by Section 3 (1) of the Indian Electricity Act, 1910 (as amended) the Governor in Council is pleased to sanction the grant of the license printed as an appendix to these proceedings, to Messrs ~~N.S.~~ G.R. Kelkar ~~Padbidri~~ and N.S. Padbidri ~~G.R. Kelkar~~ for the supply of electric energy within the municipal limits of Mangalore. ~~as specified in clause 5 of the license~~

2. The license will be notified in the Fort St George Gazette

(3)

3. ~~(3)~~ The map referred to in clause 5 of the license has been signed by the Secy to Govt, PWD, and dated to correspond with the date of notification of the grant of the license and is forwarded to the El. Inspr to Govt for Custody.

4 Separate orders will be issued in regard to the appointment of an auditor to audit the accounts in respect of this license

(BO GC)

Ans
29/1/26
[illegible]
1.2.26

Secy

26

To Messrs G.R. Kelkar & N.S. Padbidri
Catholic Bank
Saraswat colony, Santacruz, Building,
Bombay. Cantonment Road,
Mangalore

To the Collector of S. Kanara
" Chairman, MC,
Mangalore.
" El. Inspr to Govt with one map.

Copy to the L.S.G. Deptt
" " " Dev. Deptt
" " " Chief Engr (Irrigation)
" " " Supdt. Govt Press,
(for publication of paragraphs 1 + 2 with Appendix in the Gazette)

action taken separately
noted not go
[illegible]
26/4/26

Electrical Inspectors draft license

appendix

120-A/6

The Mangalore Electric License, 1926 2788

License for the supply of electric energy granted by the Government of Madras under the Indian Electricity Act, 1910.

License is hereby granted to Messrs. G.R. Kelkar and N.S. Padbidri residing at Co-operative Buildings, Santa Cruz, (Bombay Baroda and Central Indian Railway), Bombay to supply electrical energy in the area with the powers and upon the terms and conditions all specified below:-

1. Short Title.- This license may be cited as "The Mangalore Electric License, 1926."

2. Interpretation.- This license is to be read and construed as subject in all respects to the provisions of the Indian Electricity Act, 1910, with the statutory modifications thereof and to the rules thereunder: and the several words, terms and expressions, to which meanings are assigned by that Act or any statutory modifications thereof or by the rules thereunder or the General Clauses Act, 1897, shall have in this license and the annexures thereto the same respective meanings, provided that in this license.-

(1) The expression "The Act" shall mean the Indian Electricity Act 1910, with the statutory modifications thereof:

(2) The expression "The Licensees" shall mean and include Messrs. G.R. Kelkar and N.S. Padbidri, Bombay and their permitted assigns:

(3) The expressions "First Annexure", "Second Annexure" "Third Annexure" and "Fourth" Annexure shall mean the first, second, third and fourth annexures to this license, respectively:

(4) The expression "Deposited Map" shall mean the plan of the area of supply hereinafter specified which has been deposited with the Government of Madras in pursuance of the rules under the Act, and which plan is signed for the purpose of identification by the Secretary to the Government of Madras in the Public Works Department and by the applicants [under the name and style of Messrs G.R. Kelkar and N.S. Padbidri, Bombay.]

(5) The expression "Unit" shall mean the quantity of energy contained in a current of one thousand amperes flowing under an Electromotive force of one volt during one hour.

(6) The expression "Load Factor" shall mean the ratio or percentage of the [illegible] quantity [illegible] to the [illegible] quantity [illegible] of [illegible] supplied [illegible] [illegible].

3. Commencement of License.- The date of the notification by the Government of Madras in the Fort St. George Gazette that this license has been granted is in this license referred to as "The Commencement of the license."

4. Security.- (a) The period within which under clause I(a)

5.5.25

2855

of the Schedule to the Act the licensees shall show that they are in a position fully and efficiently to discharge the duties and obligations imposed upon them by this license throughout the area of supply shall unless otherwise ordered by the Government of Madras under that clause be one year from the commencement of the license.

(b) The period within which under clause I (b) of the Schedule to the Act the licensees shall deposit security and the sum so to be deposited shall unless otherwise ordered by the Government of Madras be six months and rupees five thousand respectively.

5. Area of supply.-- The area within which the supply of energy is authorized by this license is the whole or the area contained within the Municipal limits of Mangalore and more particularly delineated upon the deposited map by a red line enclosing the said area.

6. Purpose of supply.-- Subject to the provisions of this licens and the Act and the rules thereunder the licensees shall be entitled during the continuance of this license to supply energy within the area of supply for all purposes except in bulk.

Provided that the licensees shall not be under any obligation under Section 22 of the Act to supply more energy than is consistent with their obligation to maintain a constant supply to consumers due regard being had to the licensees' load factor.

Provided that no supply of energy shall be commenced to be given by the licensees to owners or occupiers of private premises until the Government of Madras have approved the form of requisition to be made by the owners or occupiers for such supply of energy and also the form of written contract or agreement with the licensees to take a supply of energy, which is to be executed or entered into by the owners or occupiers and until the Government of Madras have also approved the amounts of all miscellaneous charges which the licensees propose to make against the owners or occupiers incidental to or in connection with such supply.

Systems of Supply. The systems of supply which may be adopted for the supply of electric energy under this license are the following:-

(1) (a) A medium pressure alternating current three phase four wire supply at a pressure at the consumer's terminals of 400 volts (approximately) between phases and

and 230 volts between phase and neutral at a frequency of fifty complete periods per second.

(b) A high pressure alternating current three phase supply at a pressure not exceeding three thousand three hundred volts between phases at a frequency of fifty complete periods per second.

(c) The neutral points of the system may, with the approval of the Government of Madras and the concurrence of the Telegraph Authority, be connected to earth.

Provided always that it shall be lawful for the Government from time to time to issue, with due regard to the expense involved and to the effect upon the commercial prospects of the undertaking, regulations dealing with the above systems of supply or to authorize other systems of supply to be adopted for the purpose of this license.

Provided also that the licensees may, from time to time, with the previous consent in writing of the Government of Madras and subject to such limitations and conditions as shall be prescribed in writing by the Government adopt any other system of supply for the purpose of this license.

(2) (a) The feeders, distributing mains and service lines may be overhead or underground in whole or in part, and shall be erected, constructed and maintained by the licensees in strict conformity with the Act and the rules thereunder.

Provided that nothing in this license shall authorize the licensees to use overhead mains at any higher pressure than medium pressure without the sanction in writing of the Government of Madras in each case and subject to any conditions or limitations which the Government of Madras may prescribe.

Provided also that in the streets mentioned in the Third Annexure hereto or any other streets which at any time hereafter be named in writing by the Government of Madras all electric lines shall be underground.

(b) Where overhead mains carrying alternating current are used, due precautions shall be taken by the licensees to avoid any possible interference with the adjacent telegraph or telephone circuits due to inductive effects.

(c) For the purpose of Rule 61 of the Indian Electricity Rules 1922, the maximum wind pressure shall be taken as fifteen lbs per sq. foot.

Compulsory Works.(a) The licensees shall lay down suitable and sufficient feeders and distributing mains and execute works to the satisfaction of the Government of Madras for the purpose of supplying electrical energy throughout such streets or parts of streets as are mentioned in the First Annexure and as indicated in black on the deposited map. In the case of difference between the description in the

first

30 17

first annexure and as indicated on the deposited map the latter shall prevail. The licensees shall commence to execute the works aforesaid within 15 months from the commencement of the license and shall complete the same within three years thereof.

(b) If the licensees fail to comply with the above provisions or should in the opinion of the Government of Madras the progress made during any portion of the said period of three years be unsatisfactory, the license may be revoked.

(c) The licensees shall submit reports every six months from the commencement of this license until the completion of the compulsory works specifying all steps taken and the progress made in carrying into effect this license.

(d) Subject to the first proviso to clause 5 of this license The licensees shall supply all the energy demanded by the municipal council of Mangalore.

9. Generating Station.- The generating station shall be within the area of supply.

10. Breaking up of streets and railways and crossing of waterways.- (a) The licensees are hereby specially authorized to open and break up the soil and pavement of the streets not repairable by the Government of Madras or by the local authority and mentioned in the Second Annexure to this license and also the railways or parts of railways mentioned in the said annexure so far only as concerns level crossings and parts of the railways running along the high way.

(b) The length of the trenches to be opened on any street at any one time and the period for which they may remain open shall be determined from time to time by the Government of Madras or the local authority by which such streets are repairable. When any street is crossed not more than half the width of such street shall without the specific authority in writing of the Government of Madras or the local authority as aforesaid be closed for traffic.

(c) The licensees are further authorized to cross all rivers streams and irrigation channels within or contiguous to the area of supply in accordance with such conditions as the Government may impose.

5.5.25

11. Limits of prices to be charged in respect of the supply of energy.-- The prices to be charged by the licensees for energy supplied by them shall not exceed those stated in that behalf in the Fourth Annexure or in the case of a method of charge approved by the Government of Madras in accordance with clause X of the Schedule to the Act, such maxima as the Government of Madras may fix on approving the method.

12. Purchase of Undertaking.-(a) The option of purchase given by section 7, sub-section (1) of the Act shall first be exercisable on the expiration of fifty years from the commencement of this license and on the expiration of every subsequent period of twenty years during the subsistence of this license. The percentage of the value to be determined in accordance with and for the purpose of sub-section (1) of section 7 of the Act of all lands, buildings, works, materials and plants of the licensees therein mentioned to be added under the second proviso of the subsection to such value on account of compulsory purchase shall be twenty per cent.

(b) In accordance with section 3 subsection (2) clause(d) (ii) of the Act, it is hereby expressly declared that the generating station within the area of supply belonging to the licensees and to be used in connection with the undertaking [redacted] shall form part of the undertaking for the purpose of purchase under section 5 or section 7 of the Act.

(c) During the period of notice prescribed in Section 7(4) of the Act, all extensions and outlays of money debitable to the capital account of the licensees shall be subject to the previous approval of the Government.

13. Exceptions from the Schedule to the Act. In pursuance of Section 3, subsection(2), clause (f) of the Act, it is hereby expressly declared that clause IX of the Schedule to the Act shall be excepted from incorporation in this license

14. Assignment of license.-- At any time after the commencement of this license, the licensees may, with the previous consent in writing of the Government of Madras, assign this

license

license or transfer the whole of their undertakings in respect of which this license is granted (including all lands, buildings, works, materials and plant of the licensees) to a company formed or to be formed and registered in British India in accordance with the law in Force in British India ~~India~~ or in England under the English Companies Act, having authority to take over the license and the said undertaking as the case may be and to exercise the powers and perform the obligations given to or imposed upon the licensees under this license and the Act and the rules made under the Act and on such assignment or transfer the rights, powers and authorities, obligations and liabilities of the licensees shall be assigned and transferred to and shall be exercised by and shall attach to such company formed or to be formed as aforesaid.

5. Revocation.- If the licensees fail to comply with the provisions of any of the clauses hereof, the license may be revoked.

Read

FIRST ANNEXURE.

Compulsory Works.

List of streets or parts of streets in which the licensees are to lay down suitable and sufficient feeders and distributing mains for the purpose of supply of electrical energy.

1. Rozario Church Road.
2. Cantonment (West)Road.(from Rozario Church to St.Pauls church).
3. Cantonment (East) Road.
4. Flagstaff Road.
5. (a) Firewood Bazaar Street
   (b) Gollikatta Bazaar Street
   (c) Cloth Bazaar Street.
6. Car Street from junction with Azeezuddin Road up to New Court Road.
7. Court New Road.
8. Court Road from Firewood Bazaar Road past Kodialbail Church and northwards to junction with Kulur Ferry Road.
9. Kulur Ferry Road from junction with Court Road southwards and thence eastwards along the first street in Pentland Town up to Sultan's Battery Road.
10. Kohenady Road from Court Road up to opposite Veterinary Hospital.
11. Falnir Road, (from Hampankatta to Sturrock Road).
12. Balmatta Road. (from Hampankatta to Balmatta East Gate).

SECOND ANNEXURE.

List of streets not repairable by the Government of Madras or by a local authority and of railways which may be broken up in pursuance of the special powers granted by this license.

Streets:- Nil.

Railways:- South Indian Railway.

THIRD ANNEXURE.

List of streets or parts of streets wherein all electric lines shall be underground.-

1. Court New Road.
2. Car Street.
3. Cloth Bazaar Street.
4. Gollikatta Bazaar Street.
5. Firewood Bazaar Street.

FOURTH ANNEXURE.

Maximum Charges.

Clause 1.- Where the licensees charge any consumer by the actual quantity of energy supplied to him, they shall be entitled to charge him at the following rates:-

(a) For lighting and fan purposes at annas eight per unit subject to a minimum monthly charge of three rupees.

(b) For other purposes than lighting and fan and subject to a monthly minimum charge of ten rupees per kilowatt of maximum demand maintained for more than fifteen minutes.

(i) For any quantity not exceeding the equivalent of thirty three hours' supply per month at the maximum power which has been demanded at the rate of four annas per unit.

(ii) For any quantity exceeding the equivalent of thirty three hours' supply per month but not exceeding sixty six hours' supply at such maximum power at the rate of three annas per unit.

(iii) For any further quantity exceeding the equivalent of sixty six hours' supply per month at such maximum power at the rate of two annas per unit.

(c) For all energy required by the municipal authorities at the rate of four annas per unit.

(d) Should a supply of electrical energy in bulk become available at any future date from a hydro-electric or other source of supply at such rates that the rates of supply of distributed energy under this license could be reduced the licensees shall obtain their supply from such source and shall reduce the rates specified in the above sub-clauses by amounts which shall be approved by Government.

PWD

Letter No 16 Gl/25-12
17-4-26

12/4.

To

The Secretary to the
Govt of Bombay
Bengal.
P.W.D.

Sir,

Electric License - Mangalore
1926

I am directed to
forward a two copies copy of the
above license.

17 APR 1926

29/1/26
1.2.26

I have etc,

1 3 26

2 copies of the license
1 copy of license — to be filed

Secy

G.O. No. 120 B

PRESS SLIP.

Secrt. 11-38—2,723—2-2-22.

ORDINARY. 6 PREFERENCE. URGENT (a)

.....Department.

Current No.....dated..... ...192 .

G.O. No....., dated..... ...192 .

Number of MS. pages sent { (b) Correspondence..... (b1) Notes.....

Brief subject.....Rangalore Cluster Licence 1926 - Grant of

(c) Number of copies required when struck off (*not including copies for volumes and editors' table which are retained in the Press*).	E. T. copies to supply requisitions for purchase by the public.	Complete correspondence and orders.	Notes.
For Record.*			
Madras Records	1	16	10
Ooty Records		4	4
For filing with original	1	2	2
Total ..			

For Issue.†

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Correspondence 16.
Notes 6.

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‡ *To be initialled and dated.*

INSTRUCTIONS FOR THE SECRETARIAT.

(*a*) If a paper is marked to be printed urgently, the Superintendent of the section concerned should sign the Press slip. The Superintendent should exercise a careful discretion in the matter.

(*b*) Each letter, memorandum, or order, or set of orders, in the file of correspondence should be headed in succession with the Roman numeral I, II, III, etc., the number being written in red ink or blue chalk above the item. The particular papers to be printed in the special issue-copies should be indicated by the Roman numeral (I, II, etc.) by which that item has been headed in the correspondence file. All matter, including marginal remarks or references, to be printed should be written in ink and matter which should not be printed should be encircled. Initials and signatures that are not quite legible should be re-written distinctly.

(*b*1) For rules regarding printing of notes, see rule 315 of the office Manual.

(*c*) The number of copies and the details of distribution should be filled in by the Superintendent or Referencer concerned.

(*d*) In the absence of special instructions to the Press to keep matter standing for a specified period, ordinary papers of 8 pages and under will be kept standing for *one* week, and larger papers for *two* weeks only. *The type of notes and of all confidential papers is distributed immediately after striking.*

(*e*) This slip, properly and completely filled in, should accompany every paper sent to Press; it will be returned by the Press when proofs are furnished; it should be sent to the Press when a call is made for revised proofs or when a corrected proof is sent for striking. When finally returned by Press it should be filed with the original order or letter.

INSTRUCTIONS FOR THE PRESS.

(*a*) If, in the opinion of the Superintendent of the Press, a paper has been marked urgent unnecessarily, he should send the Press slip to the Registrar with a remark to that effect.

(*b*) Unless a note to the contrary is made against the matter, pencil entries should not be printed. The Superintendent of the Press may bring to the notice of the Registrar any instance of incomplete or careless editing.

(*c*) Signature copies of letters to the Secretary of State or to the Government of India should be printed on hand-made paper.

(*d*) This slip should be returned by the Press to the Secretariat when proofs are furnished; it will be sent back to the Press when proofs are returned corrected and should be finally returned to the Secretariat when struck-off copies are supplied.

(*e*) The names of the Secretary and Members should be printed in full when they occur on the right hand side, only the first time when they appear on the left side, the initials alone being printed later

[P.T.O.]

TO PRESS, MADRAS, OOTY.

A	B	
Please send proof in duplicate. The papers have been carefully edited.	Proof returned corrected. Please strike off and send number of copies as indicated. Type may be released after usual interval, ~~at once~~.	As the matter is clear manuscript and has been carefully edited (b) proof need not be sent. Please print and supply number of copies as indicated. Type may be released after usual interval.
...A. S. Mung... ~~Referencer.~~ Clerk. 4/3/26	...A. S. Mung... ~~Referencer.~~ Clerk. 18/3/26	..... Referencer. Clerk.
...[illegible]... Supt. 3/3	...[illegible]... Supt. 18.3.26	..... Supt.

SPECIAL INSTRUCTIONS.

Note for Press

~~[illegible]~~ Another copy of the G.O. is being returned to the press for publication of paras 1 & 2 of the G.O. with the appendix in the next week's Gazette – the number of the G.O. will be intimated to the Press on the day on which the notification will be published in the Gazette.

[illegible] 18/3/26 I am arrange for its publication in next week's Gazette.

[illegible] 19/3/26

1/3 [illegible]

TO BE FILLED IN BY THE PRESS.

Diary.	Initials of Press official.
Received in Press on 4/3/26	..... [illegible]
First proof furnished on	.....
Call for revised proof received on	.....
Revised proof furnished on	.....
Corrected proof received for striking on	.....
Final copies supplied on	.....

Account of copies.	Complete copies.	Notes.	Issue copies.	Special E.T. edition.
Supplied to Secretariat for Record	.....	.....	.....	.....
" " " Issue	.....	.....	.....	.....
" " " for Extra E.T. copies to supply requisitions for sale to the public.	.....	.....	.....	4
For Volumes	.....	.....	.....	.....
For supply to newspapers and institutions admitted to the privileges of the E.T.	.....	.....	.....	.....
Total ...				

Job No. 120 A

PRESS SLIP.

Sectt. II-38—2,723—2-2-22.

ORDINARY. 6 PREFERENCE. URGENT (a)

GOVERNMENT ... 20 MAR 1926

.....DEPARTMENT.

Current No. ....., dated ..... 192 .

G.O. No. ....., dated ..... 192 .

Number of MS. pages sent { (b) Correspondence ..... (b¹) Notes .....

Brief subject Rangabre Electric License, 1926. Issue set

(c) Number of copies required when struck off (*not including copies for volumes and editors' table which are retained in the Press*).	E. T. copies to supply requisitions for purchase by the public.	Complete correspondence and orders.	Notes.
FOR RECORD.*			
Madras Records ...	4	10	
Ooty Records ...			
For filing with original ...			
Total ..			

FOR ISSUE.†	Letter only.	Complete G.O.	(b) Special issue copies of G.O. No.	Papers.	Notes.
Signature copies			7		
India Office					
Govt. of India ..... Dept.					
Revenue Department					
Public Works Department					
Local and Municipal Department					
Educational Department					
..... Dept.					
Public Dept. / Judicial Dept / Political / Financial Dept. / Marine Dept. / Ecclesiastical Dept. } Total					
				Total ...	
Spare copies.					
The Collector of S. Canara			1	✓	
The Electrical Insp. & Inst.			2	✓	
The L.S.G. Dept.			3	✓	
The Development			3	✓	
The Chief Engineer (Irrigation)			3	✓	
The					
The					
The					
The					
The					
The					
The					
The					
The					
The					
Total ...					

Copies distributed on ..... ‡(Press Clerk).

† Copies distributed on [illegible] ‡(Press Despatcher).

‡ *To be initialled and dated.* [illegible]

INSTRUCTIONS FOR THE SECRETARIAT.

(*a*) If a paper is marked to be printed urgently, the Superintendent of the section concerned should sign the Press slip. The Superintendent should exercise a careful discretion in the matter.

(*b*) Each letter, memorandum, or order, or set of orders, in the file of correspondence should be headed in succession with the Roman numeral I, II, III, etc., the number being written in red ink or blue chalk above the item. The particular papers to be printed in the special issue-copies should be indicated by the Roman numeral (I, II, etc.) by which that item has been headed in the correspondence file. All matter, including marginal remarks or references, to be printed should be written in ink and matter which should not be printed should be encircled. Initials and signatures that are not quite legible should be re-written distinctly.

(*b*¹) For rules regarding printing of notes, see rule 315 of the office Manual.

(*c*) The number of copies and the details of distribution should be filled in by the Superintendent or Referencer concerned.

(*d*) In the absence of special instructions to the Press to keep matter standing for a specified period, ordinary papers of 8 pages and under will be kept standing for *one* week, and larger papers for *two* weeks only. *The type of notes and of all confidential papers is distributed immediately after striking.*

(*e*) This slip, properly and completely filled in, should accompany every paper sent to Press; it will be returned by the Press when proofs are furnished; it should be sent to the Press when a call is made for revised proofs or when a corrected proof is sent for striking. When finally returned by Press it should be filed with the original order or letter.

INSTRUCTIONS FOR THE PRESS.

(*a*) If, in the opinion of the Superintendent of the Press, a paper has been marked urgent unnecessarily, he should send the Press slip to the Registrar with a remark to that effect.

(*b*) Unless a note to the contrary is made against the matter, pencil entries should not be printed. The Superintendent of the Press may bring to the notice of the Registrar any instance of incomplete or careless editing.

(*c*) Signature copies of letters to the Secretary of State or to the Government of India should be printed on hand-made paper.

(*d*) This slip should be returned by the Press to the Secretariat when proofs are furnished; it will be sent back to the Press when proofs are returned corrected and should be finally returned to the Secretariat when struck-off copies are supplied.

(*e*) The names of the Secretary and Members should be printed in full when they occur on the right hand side, only the first time when they appear on the left side, the initials alone being printed later.

[P.T.O.]

TO PRESS, MADRAS, OOTY.

B

Pleases send proof in duplicate. The papers have been carefully edited.

..... Referencer. / Clerk.

N. Copy. 14
S. Copy. 10
Orderoly. 6 ..... Supt.

Proof returned corrected. Please strike off and send number of copies as indicated.

Type may be released after usual interval. ~~at once~~.

..... Referencer. / Clerk.

..... Supt.

As the matter is clear manuscript and has been carefully edited, (b) proof need not be sent. Please print and supply number of copies as indicated.

Type may be released after usual interval.

..... Referencer. / Clerk.

..... Supt.

SPECIAL INSTRUCTIONS.

3/4/26.

Please send urgently 4 proof copies of the G.O. (issue set) with the notification to be published in the Gazette. G.O. with correspondence & notes edited (second set) is being sent separately. Number & date of the G.O. will be intimated with date the notifn. is to appear in the Gazette.

Supdt. 3/3

Ar
2/3/26

Proof checked & returned
Please arrange to have the G.O. (paras 1 & 2) with the appendix published in the next week's Gazette. The G.O. has to be given a number of the date on which it will be published in the Gazette & the number will be intimated to you separately, on Thursday morning.

No. of copies required.
Signature copies 7
Spare copies 22
18/3.

TO BE FILLED IN BY THE PRESS.

Diary.	Initials of Press official.
Received in Press on 4/3/26	JCR
First proof furnished on	
Call for revised proof received on	
Revised proof furnished on	
Corrected proof received for striking on	
Final copies supplied on	

Account of copies.	Complete copies.	Notes.	Issue copies.	Special E.T. edition.
Supplied to Secretariat for Record				
" " " Issue				
" " " for Extra E.T. copies to supply requisitions for sale to the public.				4
For Volumes				
For supply to newspapers and institutions admitted to the privileges of the E.T.				
Total ...				